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U. S. DEPARTMENT OF COMMERCE
UNITED STATES PATENT OFFICE
TRADEMARK REGISTRATION TREATY

The World Intellectual Property Organization (WIPO) released on January 31, 1972 in Geneva, Switzerland, a draft of a proposed Trademark Registration Treaty designed to facilitate the international protection of trademarks. This draft Treaty is reproduced below together with the draft Regulations and some of the explanatory materials released by WIPO.

The United States has been invited to send a delegation to participate in the discussions of a Committee of Experts scheduled in Geneva from May 2 to 8, 1972, to consider the draft Treaty.

These documents are published by the Patent Office at this time so that interested parties will have an opportunity to consider them and offer comments prior to the May meeting. Interested parties should submit their views or suggestions to the Commissioner of Patents, Washington, D.C., 20231 by April 14, 1972.

ROBERT GOTTSCHALK,
Commissioner of Patents.

Jan. 31, 1972.

INTRODUCTORY MEMORANDUM [TRT/11/3]
TO THE JANUARY 31, 1972, DRAFT OF THE TRADEMARK REGISTRATION TREATY
(prepared by the International Bureau)

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INTRODUCTION

1. This document, like all the other documents in the TRT/II series, has been prepared by the International Bureau of WIPO for the second session of the "Committee of Experts on the International Registration of Marks," convened for May 2 to 8, 1972, in Geneva. The decision to convene the Committee was made by the Executive Committee of the International (Paris) Union for the Protection of Industrial Property when it met in September/October 1971.

2. The said documents are based on the conclusions of the first session of the said Committee of Experts (hereinafter referred to as "the 1971 Committee of Experts"). It met at Geneva in October 1971.

3. The member States of the Paris Union and 15 intergovernmental and 24 nongovernmental organizations, primarily representing trademark owners (particularly private industry), trademark lawyers and trademark agents, were invited. The following were represented:

(a) States: Algeria, Australia, Austria, Belgium, Brazil, Cameroon, Canada, Cuba, Czechoslovakia, Denmark, Egypt, Finland, France, Germany (Federal Republic), Hungary, Iran, Italy, Ivory Coast, Japan, Mexico, Monaco, Netherlands, Norway, People's Republic of the Congo, Poland, Portugal, Romania, South Africa, Soviet Union, Spain, Sweden, Switzerland, Syria, United Kingdom, United States of America, Yugoslavia (36).

(b) Intergovernmental Organizations: United Nations, United Nations Conference on Trade and Development, Benelux Trademark Office, Commission of the European Communities, African and Malagasy Industrial Property Office (5).

(c) Non-governmental Organizations: American Bar Association (ABA), American Patent Law Association (APLA), Association of Corporate Patent Counsel, Bundesverband der Deutschen Industrie (BDI), Chartered Institute of Patent Agents, Council of European Industrial Federations (CEIF), Deutsche Vereinigung für Gewerblichen Rechtsschutz und Urheberrecht, European Federation of Agents of Industry in Industrial Property (FEMIPI), Institute of Trade Mark Agents, International Association for the Protection of Industrial Property (AIPPI), International Chamber of Commerce (ICC), International Federation of Agricultural Producers, International Federation of Patent Agents (FICPI), New York Patent Law Association (NYPLA), Trade Marks, Patents and Designs Federation (TMPDF), Union des Fabricants, Union of European Patent Agents (UNEPA), Union of Industries of the European Communities (UNICE), United States Trademark Association (USTA) (19).

4. Experts of intergovernmental and non-governmental organizations had the same opportunities to participate in the discussions as governmental experts.

5. The conclusions of the 1971 Committee of Experts are reflected in the report of that Committee (document TRT/I/11).

6. The second (May 1972) session of the Committee of Experts is being convened to examine the Second Draft of a treaty, tentatively called "the Trademark Registration Treaty," and the Second Draft of the Regulations to accompany the Draft Treaty (documents TRT/II/1 and 2), as well as other documents issued or to be issued in the TRT/II series of documents. The document containing the Second Draft Treaty also contains comments on each provision of that Draft. They are mainly intended to explain the reasons for certain solutions and to facilitate the reader's task of relating the Draft Treaty to the Draft Regulations.

7. The rest of this document is divided into three parts. Part I gives a brief summary of the Draft Treaty. Part II enumerates some of the main advantages expected from an international registration system of marks as proposed in the Draft Treaty. Part III analyzes the questions concerning the coexistence of the proposed new Treaty with the existing Madrid Agreement.

8. It is to be noted that, the purpose of this document being to give concise information, many details—frequently quite important—had to be omitted. Only documents TRT/II/1 and 2 are to be considered as fully reflecting the proposals.

PART I: BRIEF SUMMARY OF THE DRAFT TREATY

9. *National Registration Effect of International Registrations.* The most important feature of the Draft Treaty,

the provision which constitutes its *raison d'être*, is that marks—and by this term both trademarks and service marks are meant—could be registered internationally, that is, with the International Bureau of the World Intellectual Property Organization (WIPO), and that international registration would have in each of the Contracting States (that is, States party to the Treaty) in which the owner of the mark desires protection the same effect as if the mark had been registered in each and every one of such States.

10. A corollary of this "national registration effect," as important as the effect itself, is that international registrations could be renewed every ten years, and such renewals would maintain the national registration effect in each and every one of such States for the periods for which the international renewal was effected.

11. *International Application.* To achieve protection by international registration of a mark, the owner would file an international application. Only residents and nationals of Contracting States would have the right to file international applications. The international application would identify the applicant, the mark, the goods and/or services in connection with which protection of the mark is desired, and the States ("designated States") in which protection is desired.

12. The goods and/or services would be listed and grouped according to the classes of the International ("Nice") Classification. That Classification had 34 classes for goods, and 8 classes for services. It is used by the national Offices of some 60 countries at the present time.

13. Any Contracting State, including the applicant's own, could be designated. Any number of Contracting States could be designated.

14. A representative may be appointed in the international application for contacts with the International Bureau.

15. The international application could be filed in either English or French. Preparation of the international application could essentially consist in filling in a printed form, distributed free of charge by the International Bureau. Listing the goods and/or services is facilitated by an alphabetical list of practically all conceivable goods and services which accompanies the International Classification of Nice. The said alphabetical list contains the names of some 20,000 products (goods) and services and is available in English, French, German and Spanish—and will soon be available also in Dutch, Italian and Portuguese—in official editions published by the International Bureau. The alphabetical list indicates, by its number, the class to which each product or service belongs and is brought up to date from time to time to cover goods or services which are new.

16. The international application would be subject to the payment of a fee. Part of the fee would be kept by the International Bureau to cover its expenses connected with the publication of the international registration and other processing of the international application. The other part of the fee would belong to the national Offices of the designated Contracting States to cover their expenses connected with the processing of the international registration notified to them by the International Bureau. The amount of the fees payable would depend on the number of the designated States and the number of classes of goods and/or services listed.

17. The International Bureau would check each international application to see whether it complied with the most elementary requirements of any application: Is the applicant sufficiently identified? Is he, on the basis of his nationality or residence indicated by him, entitled to file international applications? Is the reproduction of the mark included? Are goods and/or services listed? Is there at least one State designated? Have the fees been paid? Is the application in one of the prescribed languages (English, French)? Is it signed?

18. It is difficult to image that the International Bureau would err in answering such elementary questions. However, if it did, the applicant could turn to the national Office of one or more of the designated States. Each such Office could request the International Bureau to proceed with the international registration as far as that State is concerned if it found that the International Bureau had erred. The International Bureau would proceed according to the request.

19. *Later Designations.* Any Contracting State not designated in the international application itself could be designated later. This faculty is important because the applicant or owner might have no interest in a given State when he filed but develop an interest in the same State later and also because a State might not have been a Contracting State when the international application was filed.

20. *Registration, Publication, and Notification.* Unless the international application is declined because of some formal defect, the mark would be registered in the International Register of Marks and all the relevant data—including the reproduction of the mark and the list of goods and/or services—would be promptly published and individually notified to the national Office responsible for the national registration of marks in each of the designated States.

21. The international registration would normally be effected within a few days after receipt of the international application. The international registration date would be the date on which the International Bureau had received the international application. This rule would be subject to an exception when the application contained some serious mistake: in such a case the international registration date would be the date on which the mistake is corrected. (Any mistake could be corrected within six months.)

22. The international publication would be made in a weekly gazette of the International Bureau.

23. The individual notifications could not be different from the contents of the publication because they would consist of reprints of the relevant parts of the gazette.

24. The above remarks also hold as far as later designations are concerned.

25. *Refusal of National Registration Effect.* Each designated State could, as far as it is concerned, refuse the national registration effect on the same grounds as those on which it could refuse an application filed with its national Office for registration in the national register of marks. However, grounds incompatible with the Treaty or with the Paris Convention would be excluded. For example, no designated State could require that the application be translated into its national language or that fees other than its share in the international fees be paid to it.

26. Any such refusal would, however, have to be pronounced, or its possible pronouncement announced ("notice of possible refusal")—for example, where the registration has been opposed by a third party and the refusal depends on whether the opposition will be successful—before the expiration of a certain time limit. As to the length of the time limit, the Draft Treaty contains alternatives, 12 or 15 months, counted from the date of the international publication of the international registration, or of the later designation, as the case may be.

27. Furthermore, the refusal or notice of possible refusal would have to contain the reasons for the refusal or possible refusal. Although the final decision could be rendered after the expiration of the 12 or 15 months period, it would be effective only if it contained and was based on at least one of the reasons indicated in the notice of the possible refusal. According to a possible vari-

ant, this condition would not apply where the decision was that of a court.

28. *Use of the Mark.* No designated State could refuse the registration effect, cancel it or otherwise impair the rights of the owner on the ground that he had not used his mark before the expiration of a certain period of time counted from the date of the international registration (or the later designation, as the case may be). As to the length of the period, there are two variants: three or five years. No such moratorium on use is, however, required if the mark's international registration was preceded by a national registration or another international registration three (or five) years older than the international registration, and the term of this moratorium may be correspondingly reduced where the mark's international registration was preceded by a national registration or another international registration which is less than three (or five) years older than the international registration.

29. It is to be noted that the national law of any Contracting State could provide that any action for infringement by the owner of the international registration and based upon such registration may not be brought until the said owner has started using the mark in the said State and may remedy therefrom may relate only to the period of such use.

30. *Declaration of Actual Use.* Routine declarations of actual use could be filed with the International Bureau in the form prescribed by the national law of the State which requires such declarations. According to a possible variant, the declaration could also be filed on an internationally agreed form.

31. *Declaration of Intent To Use.* Declarations of intent to use connected with any designation and filed with the International Bureau would have the same effects as declarations of intent to use connected with national applications and filed with national Offices.

32. *Preservation of Acquired Rights.* Whenever the owner of a national registration switches over to international registration, his rights acquired under the national registration would not be affected and would also be deemed to be included in the international registration. The same would apply to switching over from international registration under the Madrid Agreement to international registration under the new Treaty.

33. *Right of Priority.* International applications could invoke the priority of earlier national applications, and vice versa. In the former case, the single declaration of priority, made in the international application, would apply to all designated States.

34. *Assignments.* Although their substantive validity would be subject to the national law of each State, assignments and other changes in ownership with respect to some or all of the designated States, or concerning some or all of the goods and/or services listed, could be recorded in the International Register of Marks.

35. *"Union."* The Contracting States would constitute a Union with an Assembly and a Secretariat, the latter being provided by the International Bureau. The Assembly could amend the Regulations subject to a ⅗, and, in some cases, ¾ majority vote.

36. *Financial Obligations of Contracting States.* Except for the possibility of having to contribute towards a working capital fund, the Contracting States would not incur any financial obligations and would not have to pay any contributions.

37. *Becoming Party to the Treaty.* Only States members of the Paris Union could become party to the Treaty. Any State could make its acceptance of the Treaty conditional on the acceptance of the Treaty by one, one of two, or two other States specified by it.

38. *Regulations.* The Regulations would be attached to the Treaty. Both instruments would have to be adopted by a diplomatic conference. Such conference is scheduled for May 7 to June 2, 1973, in Vienna.

PART II: MAIN ADVANTAGES

39. *Complexity of the Present System.* Today, the owner of a mark who wishes to secure protection of a mark in several States must—unless he can avail himself of the benefits of the Madrid Agreement and the said States are party to that Agreement—separately register the mark in each of those States. The number of such States may be very high. More than 50 is not unusual. The burden placed on the owner is consequently a heavy one: preparation of a separate application for each State; translation into the various languages of those States; filing separately in each of them; being familiar with their widely varying requirements, in particular with their fee structures; keeping an eye on as many different due dates for renewal as there are States in which he wishes protection; transfer of money in as many different currencies as there are such States; uncertainty as to whether he is aware of the latest requirements and the latest fee schedules; uncertainty as to whether the money he transfers to persons or authorities in so many States will arrive in time and will really be applied to the mark he wishes it to be applied to.

40. *Administrative Simplicity Under the Treaty.* Under the Draft Treaty, these difficulties would almost entirely disappear. There would be only one application; no translation, or only one, would be needed; that translation would mainly relate to the list of goods and/or services and would be easy to make on the basis of the official English and French lists of the International Classification; the amount of the fees payable would be easy to compute on the basis of a single schedule of fees; filing would be in one place (with the International Bureau); renewals would be in one place (the same Bureau); only one date repeated once every ten years would have to be remembered for renewal purposes; all fees would be paid in one currency (the Swiss), by a simple transfer, to an agency experienced in currency transfers; it would suffice to know the Treaty and its Regulations—rather than a great number of different national laws—in order to be sure that the application is correct and the renewal is correct.

41. *Shortening of Period of Uncertainty.* The fact that the Treaty would oblige each designated Office to notify refusals or notices of possible refusals within a period of 12 (or 15) months would reduce the period of uncertainty prevailing without the Treaty as to the ultimate fate of applications in some of the States. Under the Treaty, the applicant would know, once the said period was over, whether he had acquired the national registration effect or, if there was still no final decision, the obstacles it would be necessary to overcome in order to secure that effect.

42. *Declarations of Intent To Use and Routine Declarations of Actual Use.* Such declarations are required in a number of States. Under the Treaty, they could be filed with the International Bureau.

43. *Requirement of Using the Mark.* Laws vary greatly from one another on the question whether the owner of the mark loses his rights because of non-use, particularly during the period around the initial registration. The Treaty would not create uniformity in this respect but it would guarantee to the owner that non-use before, at the time of, or during the first three (or five?) years after the international registration could not result in refusal or cancellation of his mark.

44. *Comparison With the System of the Madrid Agreement.* Most of the advantages mentioned in connection with applications and renewals exist also under the Madrid

Agreement. But that Agreement also contains disadvantages. The most important of them is that any international application must be preceded by registration of the marks in the national register of marks of the country of origin of the mark. This may be impossible for reasons peculiar to the national law of that country or because of anticipations existing only in that country. Furthermore, the procedure leading to registration in the country of origin may last for a long time, and may even take years, causing the loss of any priority right and, in countries whose laws follow the principle "the-earlier-registrant-has-the-stronger-right," even the loss of all rights. All these disadvantages would not exist under the Draft Treaty since, in the proposed system, international applications would be filed direct with the International Bureau and the existence of a registration in the country of origin would not be required.

45. None of the advantages mentioned in connection with the three-year (or five-year) moratorium on the requirement to use the mark, the declarations of intent to use, and the routine declarations of actual use, exists under the Madrid Agreement.

46. The Madrid Agreement provides that the cancellation of the national registration of the mark in its country of origin, if effected during the first five years of the international registration or based on an action commenced during that period, nullifies the international registration in all countries. The new Treaty would contain no such provision granting extraterritorial effect to a national decision. This might be regarded as a disadvantage for any person wanting to cancel the international registration of a mark since, instead of instituting one proceeding in the country of origin, he will have to institute a separate proceeding in every State where he wishes the mark to be cancelled. However, the non-inclusion of this system in the Treaty would save the owner of the international registration from what, in many cases, would be a manifest and grave injustice, namely, the loss of his rights in a number of countries on the basis of a decision taken according to the law of a country which may be quite different from the laws of those countries and on the basis of a factual situation which may be quite different from the factual situation prevailing in those countries.

PART III: COEXISTENCE WITH THE MADRID AGREEMENT

47. *New Treaty or Revision?* The Draft Treaty is presented in the form of an instrument independent of the existing Madrid Agreement. The Madrid Union has 22 members—or 21 if the German Democratic Republic is not counted as a member (since its membership is contested): Austria, Belgium, Czechoslovakia, Egypt, France, Federal Republic of Germany, German Democratic Republic, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Morocco, Netherlands, Portugal, Republic of Viet-Nam, Romania, San Marino, Spain, Switzerland, Tunisia, Yugoslavia.

48. The Draft Treaty could, with only small drafting changes, be transformed into a revision of the Madrid Agreement. The 1971 Committee of Experts did not ask for such a transformation, probably for the reasons which were put before it in detail (see document TRT/I/2, paragraphs 48 to 52) and which may be very briefly summarized as follows:

(a) The differences between the Draft Treaty and the Madrid Agreement are so substantial—direct filing as opposed to filing on the basis of a registration in the country of origin, different terms for the initial registration, different terms for renewal, different fee systems, two official languages as opposed to one, the absence of all extraterritorial effect as opposed to extraterritorial effect of cancellation of the national registration in the country of origin—that even if the new instrument were called a revision of the Madrid Agreement, it would, *for all practical purposes*, be an independent treaty. This is the more so as their administrations could not be merged: not only would the applicants, owners, national Offices and the International Bureau have to follow rules fundamentally different but also the budgets and finances could not be merged because the fee systems are different and, above all, because the States party to one instrument would not be the same as those party to the other.

(b) The main purpose in proposing a new system is to find solutions acceptable both to the members of the Madrid Union and to countries which, without the substantial changes proposed, cannot accept the Madrid Agreement. *These prospective new members*, however, could vote in the diplomatic conference and could sign the new instrument—that is, could become responsible co-authors of the new system—only if the new instrument were a treaty independent of the Madrid Agreement. If it were a revision, only the existing members could participate in the decisions and sign the revised Agreement.

49. Two questions might deserve examination in connection with the proposal to have two independent instruments (Madrid Agreement and the new Treaty): What are the advantages and disadvantages of such a solution? Is there any need to establish links between the two instruments?

50. *Advantages and Disadvantages.* The quetion of advantages and disadvantages will be considered from the viewpoint of the territorial extension of an international registration system, the owners of marks, and national Offices.

51. It follows from what has been said about negotiation and signature in paragraph 46(b), above, that, in order to increase substantially the number of countries adhering to an international registration system, the only safe solution is to have an independent treaty. In other words, this is a matter of political necessity.

52. As far as the owners of marks are concerned, one must recognize that knowing two systems (Madrid and the new one) is more difficult than one. However, knowing two systems is still infinitely easier than knowing as many systems as there are countries outside the Madrid Union: once it is recognized—and in view of the history and present status of the Madrid Union one must recognize—that the Madrid system is not viable in a great number of countries, it is clear that it will be an enormous advantage to have a uniform international (the new) system for at least the countries outside the Madrid Union plus certainly the majority of the countries party to the present Madrid system.

53. As far as the national Offices are concerned, some say that, where a country belongs to two systems, its national Office will have two kinds of duties to perform and this will cause complications. However, this is only a superficial impression because the fact is that, for all practical purposes, the proposed new system will simply liberate national Offices from some tasks which they have to perform under the Madrid Agreement. Those are the tasks of certifying and transmitting to the International Bureau the international applications and the fees accompanying them, tasks which involve great responsibility because errors or delays may deprive the owner of the mark of his rights in all the countries in which he has sought protection. Under the new Treaty, national Offices would have no such tasks (because of the filing of the international applications direct with the International Bureau) and the remaining tasks (mainly the notification of refusals or notices of possible refusal) would be substantially if not entirely the same under the two systems. In other words, the net result of the existence of the

second system for national Offices would be to lessen considerably, rather than complicate, their responsibilities.

54. *Links.* As far as the question whether some links need be established between the existing (Madrid) system and the new system is concerned, it would seem that there is no need for such links. On the contrary, the absence of any links, that is, the fact of keeping the two systems entirely apart, would make matters easier to comprehend and to apply.

55. Having two systems may, in some cases, present some advantages to the owner of the mark because he may choose between two possibilities according to whichever he considers the more advantageous for him. For example, take the case where he is a resident of a country which is party to both the Madrid Agreement and the new Treaty. If he desires protection in any other country which is also a party to both instruments, he will have the possibility of deciding which route to follow: if he already has a secure home registration and is not afraid of a cancellation with extraterritorial effect, if the fees are less under the Madrid Agreement, if he needs no moratorium for starting the actual use of the mark, if he is confident that he does not need a period of grace for paying certain fees, if, in fact, any of these reasons applies, he would probably choose "the Madrid route"; on the other hand, if he is excluded from obtaining a registration in his own country or cannot afford the time necessary for acquiring one, if he dislikes the idea of exposing his mark to a cancellation with extraterritorial effect, if the fees are less under the new Treaty, if he does not use the mark and wishes to secure protection in States which require actual use on filing or before the end of the third (or fifth) year after filing, if it is indifferent to him whether he lists his goods and/or services in French or English or if he actually prefers to do so in English, if he thinks that he might make a mistake in calculating the fees and wants to be able to use any period of grace, if, in fact, any of these reasons applies, he would probably choose "the new route."

56. It is to be noted that, naturally, all the questions relating to the coexistence of two intstruments should be considered transitory. Any country acceding to the new Treaty might decide to leave the Madrid Union. If all such countries did so, the Madrid Union would automatically disappear for lack of members. Of course, it is hoped that the present members of the Madrid Union would not, upon accession to the new Treaty, leave the Madrid Union, although, even if they did, they would not harm their residents or nationals in countries which did likewise because the owner can switch over to the new system without loss of rights: they could harm them only in those countries which are party only to the Madrid Agreement.

57. The following would be a completely safe solution: any member State of the Madrid Union acceding to the new treaty should leave that union only when its nationals and residents cease to use the Madrid Agreement. This would probably be the case when all, or almost all, the present members of the Madrid Union had acceded to the new Treaty.

58. In the meantime, owners of marks seeking protection in countries party to all three instruments could choose not only between the existing two routes—the Paris Convention route and the Madrid route—but from among three routes: the Paris route, the Madrid route and the new route. Far from harming them, this wider choice could only be advantageous to the owners of marks.

DRAFT

TRADEMARK REGISTRATION TREATY [TRT/11/1]

(prepared by the International Bureau)

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COMMENTS ON THE TITLE OF THE TREATY

The title proposed is "Trademark Registration Treaty."

It is admitted that this title could be objected to on at least two grounds: first, that it uses the word "trademark" instead of "mark" and, second, that it does not specify that the registration in question is an international registration.

To the first objection, one could reply that, in the English language, the first meaning of the word "mark" is *not* "trademark." Thus "mark" could lead to misunderstandings. That is why it is proposed to use in the title the term "trademark"—which is unequivocal. The *text* itself uses the word "mark" to convey, to the specialist, the assurance that service marks have not been forgotten.

To the second objection, one could reply that, a treaty being an international matter *par excellence*, the word "Treaty" in the title already conveys the idea that the registration must be of some international kind. Here, too, it is of course true that the text uses the expression "international registration," but for a good reason, namely, to distinguish it from national registration. In the title, that distinction follows, as has been stated, from the juxtaposition of the words "Registration" and "Treaty."

Thus, the title—even if not quite in conformity with the terminology of the text—is believed to convey the essence of its subject matter and to be understandable also to the non-specialist.

Furthermore, it has the obvious advantage of being brief.

Finally, it has the advantage that its initials—TRT—give an abbreviated title which is easy to pronounce and easy to memorize.

Trademark Registration Treaty

(Second Draft)

INTRODUCTORY PROVISIONS

ARTICLE 1

Establishment of a Union

The States party to this Treaty (hereinafter called "the Contracting States") constitute a Union for the international registration of marks.

COMMENTS ON ARTICLE 1

Sole paragraph: The Treaty would be a "special agreement" under Article 19 of the Paris Convention since it would be concluded among States party to that Convention (see Article 108(1) of the Draft Treaty). Article 19 of the Paris Convention reads as follows: "It is understood that the countries of the [Paris] Union reserve the right to make separately between themselves special agreements for the protection of industrial property, in so far as these agreements do not contravene the provisions of this [Paris] Convention."

Each of the seven agreements so far concluded under Article 19 of the Paris Convention, which provides also for the establishment of administrative organs (at least an Assembly of the Contracting States), provides for the constitution of a special "Union" under the "general" Paris Union (constituted by the Contracting States of the Paris Convention). Thus, the constitution of a Union is in conformity with tradition.

ARTICLE 2

Abbreviated Expressions

For the purposes of this Treaty and the Regulations and unless expressly stated otherwise:

(i) "international registration" means a registration effected under this Treaty by the International Bureau in the International Register of Marks;

(ii) "international application" means an application filed for international registration;

(iii) "applicant" means the natural person who or legal entity which files the international application;

(iv) "owner of the international registration" means the natural person or the legal entity in whose name the international registration stands in respect of some or all of the designated States or some or all of the goods and/or services listed in that registration;

(v) "joint owners of the international registration" means those natural persons or legal entities in whose names the international registration stands for the purposes of the same designated States and the same goods and/or services;

(vi) "mark" means both a trademark and a service mark;

(vii) "regional mark" means a mark registered by an intergovernmental authority other than the International Bureau having the power to grant registrations with effect in more than one State;

(viii) references to any *final* decision or *final* refusal shall be construed as references to a decision or refusal against which there is no remedy, or against which all remedies have been exhausted, or where the time limit for asking for a remedy against the refusal or decision has expired;

(ix) references to any *publication by the International Bureau* shall be construed as references to publications effected in the official Gazette of that Bureau.

(x) references to the *date of the publication* of the international registration or of the recording of the later designation shall be construed as references to the date of that issue of the official Gazette of the International Bureau in which the international registration or the recording of the later designation, as the case may be, has been published;

(xi) references to any *recording by the International Bureau* shall be construed as references to recordings made in the International Register of Marks;

(xii) "designated State" means any Contracting State in which the applicant or the owner of the international registration desires that such registration produce the effects provided for in this Treaty and which has been identified for that purpose in the international application or any request for the recording of later designation;

(xiii) "national Office" means the government authority of a Contracting State entrusted with the registration of marks; references to a *national Office* shall be construed as referring also to any intergovernmental authority which several States have entrusted with the task of registering regional marks, provided that at least one of those States is a Contracting State, and provided that such authority has been empowered to assume the obligations and exercise the powers which this Treaty and the Regulations provide for in respect of natural Offices;

(xiv) "national register of marks" means the register of marks kept by a national Office;

(xv) "designated Office" means the national Office of the designated State;

(xvi) references to *national law* shall be construed as references to the national law of a Contracting State and, where a regional mark is involved, to the regional treaty providing for the registration of regional marks;

(xvii) "Paris Convention" means the Paris Convention for the Protection of Industrial Property;

(xviii) "Madrid Agreement" means the Madrid Agreement Concerning the International Registration of Marks;

(xix) "Union" means the International Trademark Registration Union;

(xx) "Assembly" means the Assembly of the Union;

(xxi) "Organization" means the World Intellectual Property Organization;

(xxii) "International Bureau" means the International Bureau of the Organization and, as long as it subsists, the United International Bureaux for the Protection of Intellectual Property (BIRPI);

(xxiii) "Director General" means the Director General of the Organization;

(xxiv) "Regulations" means the Regulations referred to in Article 104.

COMMENTS ON ARTICLE 2

These abbreviated expressions seem to be self-explanatory. However, the following might be noted.

ad (iii): The person who files an international application is called an *applicant* only as long as his application is not accepted. Once accepted, he is called the *owner of the international registration.*

ad (ix): As to the *Gazette,* see Rule 30 (The Gazette).

It goes without saying that, as is usual in legislative texts, the singular stands also for the plural and masculine pronouns stand also for feminine and neuter pronouns, wherever appropriate.

CHAPTER I: SUBSTANTIVE PROVISIONS

ARTICLE 3

International Registrations and International Applications

(1) The International Bureau shall register marks in the International Register of Marks according to the provisions of this Treaty and the Regulations.

(2) International registrations shall be effected on the basis of international applications.

COMMENTS ON ARTICLE 3

Paragraph (1): See Rule 3 (The International Register of Marks).

Paragraph (2): See Articles 4 (Right To File International Applications and To Own International Registrations) and 5 (The International Application).

ARTICLE 4

Right to File International Applications and To Own International Registrations

(1) Any resident or national of a Contracting State may file international applications and may own international registrations.

(2)(a) Any natural person shall be regarded as a resident of a Contracting State if:

(i) according to the national law of that State, he is a resident of that State, or

(ii) he has a real and effective industrial or commercial establishment in that State.

(b) Any natural person shall be regarded as a national of a Contracting State if, according to the national law of that State, he has the nationality of that state.

(3)(a) Any legal entity shall be regarded as a resident of a Contracting State if it has a real and effective industrial or commercial establishment in that State.

(b) Any legal entity shall be regarded as a national of a Contracting State if it is constituted according to the national law of that State.

(4) If the State of the residence and the State of the nationality of the applicant or owner of the international registration are different, and only one of those States is a Contracting State, the Contracting State alone shall be considered for the purposes of this Treaty and the Regulations.

COMMENTS ON ARTICLE 4

Paragraph (1): See Article 5 (The International Application) and the comments thereon, as well as Rule 4 (Applicants; Owners of International Registrations).

According to Rule 5.2 (Indications Concerning the Applicant), the international application must indicate the nationality and the residence of the applicant. The International Bureau will not examine whether these allegations are true. It is not, and could not reasonably be expected to be, equipped to do so. Whether a person is the national of a State or not or the resident of a State or not, is a question which the national laws answer differently, and sometimes not very clearly, particularly in the case of dual nationality. Which law should the International Bureau follow? Thus, the question whether the applicant's allegation is true can be raised only before the national Office or other authorities of each designated State. If the allegation is held to be false, the effect of the Treaty on the protection of the mark can be refused by such Office or authority on the ground that it was obtained by fraud or by virtue of some other reasoning compatible with the national law of the particular State.

Paragraphs (2) and (3): These provisions are based on the concepts used in the Paris Convention, which grants national treatment to "nationals of any country of the Union" (Paris Convention, Article 2(1)) and assimilates to such nationals those "who are domiciled or who have real and effective industrial or commercial establishments in the territory of one of the countries of the Union" (Paris Convention, Article 3).

Paragraph (3): Supranational companies are entitled to file international applications and to own international registrations if they have a real and effective industrial establishment in at least one of the Contracting States (subparagraph (a)).

Paragraph (4): This provision means that it is not necessary that the applicant or owner should have both the nationality of and residence in a Contracting State: compliance with one of these criteria is sufficient.

ARTICLE 5

The International Application

(1)(a) The international application shall contain, as specified in this Treaty and the Regulations:

(i) an indication that it is filed under this Treaty,

(ii) indications concerning the applicant's identity, residence, nationality, and address,

(iii) a reproduction of the mark,

(iv) a list of goods and/or services,

(v) the identification of the designated State or States.

(b) The international application may contain a declaration, as provided in the Regulations, claiming the priority of one or more earlier applications filed in any country party to the Paris Convention or of one or more earlier filings that are equivalent to regular national filings within the meaning of that Conventional. Furthermore, the international application may contain such additional indications as are provided for in other provisions of this Treaty and in the Regulations.

(c) The international application shall be in a prescribed language and in the prescribed form, shall be signed as provided in the Regulations, and shall be subject to the payment of the prescribed fees.

(2) International applications shall be filed direct with the International Bureau.

[(3) Notwithstanding the provisions of the preceding paragraphs, the national law of any Contracting State may provide that if the applicant is a resident [*Alternative:* national] of that State:

(i) the mark which is the subject of the international application must have been first granted a registration in the national register of marks of that State [or must have been first filed in that State],

(ii) That State may not be designated [or may be designated only if specific conditions are fulfilled, such as that fees additional to those provided for under this Treaty must be paid],

(iii) the international application [must or:] may be filed through the intermediary of the national Office of that State.]

COMMENTS ON ARTICLE 5

Paragraph (1)(a), introductory phrase: See Rule 5 (Mandatory Contents of the International Application).

Paragraph (1)(a)(i): See Rule 5.1 (Indication that the International Application Is Filed Under the Treaty).

Paragraph (1)(a)(ii): See Rule 5.2 (Indications Concerning the Applicant).

Paragraph (1)(a)(iii): See Rule 5.3 (Reproduction of the Mark; Colors, Transliteration and Translation).

Paragraph (1)(a)(iv): See Rule 5.4 (List of Goods and/or Services). That Rule requires, among other things, that the goods and/or services must be expressed in "precise terms" and "as far as possible in those terms appearing in the alphabetical list of the International [Nice] Classification." It is to be noted that what constitutes "precise terms" is a matter on which each designated State may pass its own judgment and, consequently, even terms appearing in the said alphabetical list may be considered not "precise."

Paragraph (1)(a)(v): See Rule 5.5 (Identification of the Designated State or States). The designation of one Contracting State is permitted. If paragraph (3) is retained, any Contracting State could disallow its designation by applicants who are residents [nationals] of that State, or could impose specific conditions in connection with such a designation.

Paragraph (1)(b): As to the claiming of priority, see Rule 6.2 (Claiming of Priority). As to the effect of such claiming, see Article 23. "Earlier filings" could be applications under the Treaty (see Article 24) or under regional treaties (OAMPI, Benelux).

The additional optional indications provided for in *other provisions of the Treaty* concern:

the choice of a certain national register (see Article 11(3) and Rule 6.5: Option Under Article 11(3)),
the declaration stating intent to use the mark in respect of any of the designated States (see Article 18(4), and Rule 6.3: Declaration of Intent To Use the Mark).

The additional optional indications provided for in *the Regulations* concern:

the preservation of rights acquired through national registrations, or through international registrations under the Madrid Agreement (see Articles 19(2) and 20(2), and Rule 6.4: Declarations Under Articles 19(2) and 20(2)),
the appointment of a representative (see Rule 6.1: Naming of a Representative),
the indication that the mark is a *"marque collective"* (see Rule 6.7: *Marque collective*),
the indication of the trade or business of the applicant (see Rule 6.6: Trade or Business of the Applicant).

Paragraph (1)(c): As to *language*, see Rule 7.1 (Language of the International Application).

As to *form*, see Rule 8 (Form of the International Application).

As to *fees*, see Rule 9 (Fees Payable With the Filing of the International Application), as well as Article 17 (Fees) and Rule 26 (Payment of Fees).

As to *signature*, see Rule 8.2 (Copies; Signature). The international application may be signed by the applicant's duly appointed representative (see Article 22(2), second sentence).

Paragraph (2): Filing may be made by deposit with the International Bureau or with any agency of that Bureau (if and when such agency is established in a place other than Geneva, Switzerland), or through mailing to the said Bureau or such agency. See Rule 24 (Transmittal of Documents to the International Bureau). However, if paragraph (3)(iii) is retained, any Contracting State could provide that the international applications of its own residents must or may (at the applicant's option) be filed through the intermediary of its own national Office.

Paragraph (3): This paragraph appears in brackets to indicate that opinion was divided in the October 1971 Committee of Experts on the question whether it should be retained. "The main arguments for omitting paragraph (3) were that, without it, the procedure would be uniform and more simple, and discrimination by any country against its own residents would be precluded" (Report of the Committee, document TRT/I/11, paragraph 49). Whether, if retained, this paragraph should relate to nationals or to residents is a question to be studied. That is why the word "national" appears in brackets.

Paragraph (3)(i): "The main argument for retaining item (i) was that a country party to both the Madrid Agreement and the proposed Treaty would be able to stipulate the same requirement under the latter as under the former, namely, previous national registration, and thus the residents of such country would not be exposed to the danger of confusion that would exist if they had to follow two different procedures" *(loc. cit.)*. Since this argument does not apply to the words "or must have been first filed in that State," those words have been placed between a second pair of brackets. If the provision is retained, the question arises whether non-compliance with it should be sanctioned in the Treaty and, if so, how. If such sanction had to be provided for, one would have to add to the requirements for international applications (paragraph (1)(a)) the stipulation that international applications filed by residents of a Contracting State making use of the faculty in question must be accompanied by an attestation by the national Office of such State that a national registration has been granted [or that a national application has been filed] in that State; issuance of the attestation would have to be preceded by a comparison—by the national Office—between the mark and the lists of the goods and/or services appearing (in some cases, in different languages) in the national registration [application] and those appearing in the international application. Furthermore, the lack of such attestation would have to be included among the reasons (Article 7(1)) for which the International registration would have to be denied by the International Bureau. Such procedures would appear to be complicated. Therefore, it would seem to be preferable—if the item is retained—not to write any sanction into the Treaty but to leave the matter of sanctions to the national law and the national procedures of the State of which the applicant is a resident. Rule 14.5 implements this thought.

Paragraph (3)(ii): The main argument used by those in the October 1971 Committee of Experts who wished to retain this item was that "some States might wish to prohibit the so-called self-designation" *(loc. cit.)*. Since this argument applies only to the first six words of the item, the rest of the provision has been placed between a second pair of brackets. Even if the provision is maintained, possible non-compliance with it does not seem to require any sanction in the Treaty since the simplest and most effective sanction would consist in refusing the effect provided for in Article 11(2) by the national Office of the self-designated State. Rule 14.5 implements this thought.

Paragraph (3)(iii): The main argument used by those in the October 1971 Committee of Experts who wished to retain this item was that "filing international applications through the intermediary of the applicant's national Office might be convenient to the applicant, particularly in countries at a great distance from Geneva" *(loc. cit.)*. Since this argument applies only to the clause in the permissive form, the words "must or" have been placed between a second pair of brackets. If the item is retained, and is retained only in the permissive form, it will contain no obligation and therefore any sanction is excluded by definition. If the item is retained, and is retained in its mandatory ("must") form, one could proceed in either of the two ways indicated above in connection with item (i).

ARTICLE 6

Later Designation

(1) Any Contracting State not designated in the international application or whose designation has been cancelled may be designated by the applicant or, once the international registration has been effected, by the owner of the international registration, as provided in the Regulations ("later designation").

(2)(a) Any later designation shall be the subject of a request filed direct with the International Bureau and containing, as specified in the Regulations:

(i) an indication that it is for later designation under this Treaty,
(ii) indications concerning the identity, residence, nationality and address of the applicant or, where the international registration has already been effected, of the owner of the international registration,
(iii) the identification of the international application or, once the international registration has been effected, of such registration,
(iv) the identification of the later designated State.

(b) The request may contain a declaration, as provided in the Regulations, claiming the priority of one or more applications filed in any country party to the Paris Convention or of one or more filings that are equivalent to regular national filings within the meaning of that Convention. Furthermore, the request may contain such additional indications as are provided for in other provisions of this Treaty and in the Regulations.

(c) The request shall be in a prescribed language and in the prescribed form, shall be signed as provided in the Regulations, and shall be subject to the payment of the prescribed fees.

(d) Where, at the time of filing the request, different persons are the owners of the international registration for the purposes of different designated States, the request may be made by any of such owners, provided it does not relate to a Contracting State already designated by one of the other such owners.

[(3) Notwithstanding the provisions of paragraph (1), the national law of any Contracting State may provide that, if the applicant or, once the international registration has been effected, the owner of the international registration is a resident [*Alternative:* national] of that State,

that State may not be designated [or may be designated only if specific conditions are fulfilled such as that fees additional to those prescribed under this Treaty must be paid].]

COMMENTS ON ARTICLE 6

Paragraph (1): Any later designation may relate not only to a State which was never designated but also to one whose designation was cancelled (because of the withdrawal of the designation or on the basis of Articles 12 or 13). For the latter case, such designation would generally make sense only if the reason for cancellation no longer existed.

Paragraph (2)(a), introductory phrase: See Rule 10 (Mandatory Contents of the Request for Recording of Later Designation).

As to the word *direct*, see Rule 24 (Transmittal of Documents to the International Bureau); the transmittal of the request may consist in handing over or mailing to the International Bureau or any agency thereof.

In connection with the word *request*, the following terminological pattern of the Draft may be noted: a petition for international registration is called an *application*, a petition for the recording of a later designation is called a *request*, a petition for renewal is called a *demand*; furthermore, only applications lead to *registration*, all other petitions lead to *recording*.

Paragraph (2)(a)(i): See Rule 10.1 (Indication That the Request Is For Recording of Later Designation).

Paragraph (2)(a)(ii): See Rule 10.2 (Indications Concerning the Applicant or the Owner of the International Registration). The indication of the residence and nationality of the applicant or owner is necessary since between the time of the filing of the international application and the time of the filing of the request for recording the later designation his residence or nationality may undergo changes which no longer allow him to own international registrations. His address may also have changed.

Paragraph (2)(a)(iii): See Rule 10.3 (Identification of the International Application or International Registration).

Paragraph (2)(a)(iv): See Rule 10.4 (Identification of the Later Designated State.

Paragraph (2)(b): As to the claiming of priority, see Rule 11.1 (Claiming of Priority).

The additional optional indications provided for in *other provisions of the Treaty concern:*

the choice of a certain national register (see Article 11(3), and Rule 11.5: Option Under Article 11(3)).
the declaration of intent to use the mark in respect of the designated State (see Article 15(4), and Rule 11.2: Declaration of Intent To Use the Mark).

The additional optional indications provided *for in the Regulations* concern:

the possibility of presenting a more limited list of goods and/or services in respect of the later designated State than the list appearing in the international registration (see Rule 11.4: List of Goods and/or Services).
the preservation of rights acquired through national registrations, or through international registrations under the Madrid Agreement (see Articles 19(2) and 20(2), and Rule 11.3: Declarations Under Articles 19(2) and 20(2)).

Paragraph (2)(c): As to *language*, see Rule 7.2 (Language of the Request for Recording of Later Designations).

As to *form*, see Rule 12 (Form of the Request for Recording of Later Designation).

As to *fees*, see Rule 13 (Fees Payable With the Request for Recording of Later Designation), as well as Article 17 (Fees) and Rule 20 (Payment of Fees).

As to *signature*, see Rule 12.2 (Copies; Signature). The request may be signed by the duly appointed representative (see Article 22(2), second sentence).

Paragraph (2)(d): Any designation contrary to this provision will be declined by the International Bureau (see Article 8(1)(x)). This, however, would not prevent the unsuccessful owner from filing a new international application for the same mark and the same goods and/or services and designating the State which, through the attempted later designation, he was not entitled to designate. By forcing him into the latter solution, the International Register is kept clearer since the designation of the same State on *the basis of the same international registration* by different owners could more easily lead to confusion.

Paragraph (3): See the comments on Article 5(3) and item (ii) of Article 5(3). The reference to Rule 14.5 should be understood as a reference to Rule 15.5.

ARTICLE 7

International Registration or Declining of the International Application

(1) The International Bureau shall promptly effect the international registration as applied for except:

(i) where the international application does not contain an indication that it is filed under this Treaty,
(ii) where the international application is in a language other than one of the prescribed languages,
(iii) where the international application contains no indications concerning the residence or nationality of the applicant or only such indications as do not permit the conclusion that he has the right to file international applications,
(iv) where the international application contains no indications concerning the applicant's identity and address or only such indications as do not permit him to be identified and reached by mail,
(v) where the international application does not include the reproduction of the mark,
(vi) where the international application does not list any goods and/or services,
(vii) where the international application does not designate any Contracting State,
(viii) where the international application is not signed,
(ix) where the prescribed fees are not paid.

(2) Where the only defect is or the only defects are that the international application has not been signed and/or that the fees paid are less than the amount prescribed but at least attain the amount ("minimum amount") fixed in the Regulations, the International Bureau shall invite the applicant to sign the application or to pay the missing part of the fees, as the case may be; if the invitation is complied with within the prescribed time limit, the International Bureau shall effect the international registration.

(3)(a) The International Bureau shall, subject to paragraph (4)(b), decline the international application, notify the applicant accordingly, and reimburse to him such amounts as are specified in the Regulations, where the defect or defects consist of:

(i) any of those referred to in paragraph (1), items (i) to (vii), or
(ii) the fact that no fees have been paid or the amount paid was less than the minimum amount referred to in paragraph (2), or
(iii) the fact that the invitation referred to in paragraph (2) has not been complied with within the time limit referred to in that paragraph.

(b) The International Bureau shall not proceed under subparagraph (a) before the expiration of six months from the date on which it received the international application.

(4)(a) Subject to subparagraph (b), the date under which the international registration shall be effected ("international registration date") is the date on which the international application was received by the International Bureau.

(b) Where any defect referred to in paragraph (3)(a)(i) or (ii) is corrected within the six months period referred to in paragraph (3)(b), or where the missing signature is furnished or the difference between the minimum amount of fees and the required amount of fees is paid after the expiration of the time limit referred to in paragraph (2) but within the said six months period, the International Bureau shall effect the international registration and the international registration date shall be the date on which the International Bureau receives the required correction or payment, provided that by that date all defects have been corrected and all required fees have been paid.

COMMENTS ON ARTICLE 7

Paragraph (1): As to the registration, see Rule 3.1 (Keeping of the Register).

The possible defects listed under (i) to (vii) are all so basic that the paper purporting to be an international application cannot reasonably be considered or treated as one. The comments on Article 5(1) refer in more detail to the applicable Rules, which are the following: for item (i), Rule 5.1; for item (ii), Rule 7.1; for items (iii) and (iv), Rule 5.2; for item (v), Rule 5.3; for item (vi), Rule 5.4; for item (vii), Rule 5.5. It is to be noted that items (iii) and (iv) concerning the identification of the applicant do not necessarily require compliance with all the provisions of Rule 5.2.

Whereas, in the case of the said defects, the international application will be declined automatically, the possible defects mentioned in items (viii) and (ix)—lack of signature or no payment or insufficient payment of the fees—are treated differently: the first always, the second in some cases. In the

case of *lack of signature*, the applicant will be given a chance to furnish the signature (see paragraph (2)) and, if he does so within one month (see Rule 14.1), his application will be registered under the date on which it was received by the International Bureau (see paragraph (4)(a)). As far as *fees* are concerned, two separate cases are envisaged with different consequences. Where the applicant has paid less than the amount prescribed but at least as much as the minimum amount defined in the Regulations (see Rule 14.2), he will be given a chance to pay the difference and, if he does so within one month (see Rule 14.1), his application will be registered under the date on which it was received by the International Bureau (see paragraph (4)(a)). On the other hand, where the applicant has paid no fees whatsoever, or paid less than the minimum amount, or—despite having paid at least the minimum amount—has not paid the difference within the said one-month time limit, his application will be declined (see paragraph (3)). However, even in such cases, as well as those where the time limit for furnishing the missing signature has lapsed without its having been furnished, and even in the case of any of the other defects, the applicant may pay the (missing) fees and correct the defects any time before the expiration of six months from the date on which it received the defective international application; if he does so, that application will not be declined, but the international registration will not be effected under the date on which the international application was received but under the date on which payment of the fees was made (completed) and all the defects were corrected (see paragraphs (3)(b) and (4)(b)).

It is to be noted that, when the defect is other than lack of signature or fees above the minimum but less than required, the International Bureau may call the attention of the applicant to it (see Rule 14.3: Calling Attention to Defects Other Than Those Referred To in Article 7(2)); when it is either of the said two, the International Bureau must invite the applicant to correct it (Article 7(2)).

Possible defects not sanctioned by declining the international application are, for example, non-compliance with the requirement of transliteration and translation (Rule 5.3: Reproduction of the Mark; Colors, Transliteration and Translation), and non-compliance with the requirement that goods and/or services must be grouped according to the International (Nice) Classification (Rule 5.4: List of Goods and/or Services). In such cases, the International Bureau proceeds itself with the transliteration, translation or grouping (see the cited Rules) and may charge the applicant a fee (Rule 9.2: Fees Payable in the Case of Certain Defects in the International Application). It will probably charge no fee where the work is not substantial. Non-payment would have no legal consequence.

Paragraph (3): The time limit is one month from the date of the registered letter which the International Bureau must send to the applicant, inviting him to sign his application or, where the fees paid are more than the minimum amount but less than the required amount, to pay the missing part of the fees (see Rule 14.1: Time Limit Under Article 7(2)). The "minimum amount" is fixed in Rule 14.2 (Minimum Amount Under Article 7(2)).

Paragraph (3)(a): See Rule 14.4 (Notification, and Reimbursement of Certain Fees, Under Article 7(3)).

Where the International Bureau declines the international application or, more precisely, declines to give the status of an international application to a paper purporting to be an international application, the applicant has no instance to appeal to since any such instance could only be an international tribunal and the matter in question could hardly justify the institution of such heavy machinery. Of course, if the International Bureau erred in finding a defect when in fact there was none, it can be alerted to it and come back on its decision. But even if it perseveres in its error, all the consequences of that error can be avoided by making use of the possibility offered to him by Article 9 (Avoiding the Effects of Declining).

Paragraph (3)(b): This subparagraph means that any defect may be corrected within six months of the (attempted) filing of the defective international application without the need to refile that application. However, the international registration date will not be the date on which the defective application was filed but the date on which the defect was corrected (see paragraph (4)(b)), except where, in the cases envisaged in paragraph (2), the condition stated therein is fulfilled.

Paragraph (4)(a): Naturally, where the international application has been declined, there will be no "international registration date."

Paragraph (4)(b): See the comments on paragraph (3)(b).

ARTICLE 8

Recording or Declining of Later Designation

(1) Any later designation shall be recorded by the International Bureau according to the request for the recording thereof except:

(i) where the request does not contain an indication that it is for a later designation under this Treaty,

(ii) where the request is in a language other than one of the prescribed languages,

(iii) where the request contains no indications concerning the residence or nationality of the applicant or, where the international registration has already been effected, of the owner of such registration, or only such indications as do not permit the conclusion that he has the right to file international applications and to own international registrations,

(iv) where the request contains no indications concerning the identity and address of the applicant, or, where the international registration has already been effected, of the owner of such registration, or only such indications as do not permit him to be identified and reached by mail,

(v) where the request does not identify the international application or, once the international registration has been effected, such registration,

(vi) where the request does not designate any Contracting State,

(vii) where the request contains a list of goods and/or services which is different from the list contained in the international application or international registration and does not conform with the concept of limitation as defined in the Regulations,

(viii) where the request is not signed,

(ix) where the prescribed fees are not paid,

(x) where, at the time of filing the request, different persons are the owners of the international registration for the purposes of different designated States and the request designates a Contracting State which has already been designated by one of such owners other than the owner making the request.

(2) Where the only defect is or the only defects are that any request for recording a limitation of the list of goods and/or services does not conform with the concept of limitation as defined in the Regulations, that the request for recording the later designation has not been signed, or that the fees paid are less than the amount prescribed but at least attain the amount ("minimum amount") fixed in the Regulations, the International Bureau shall invite the applicant or, once the international registration has been effected, the owner of such registration to conform the list of goods and/or services to the said concept of limitation, to sign the request, or to pay the missing part of the fees, as the case may be; if the invitation is complied with within the prescribed time limit, the International Bureau shall proceed with the recording of the later designation.

(3)(a) The International Bureau shall, subject to paragraph (4)(b), decline the request, notify accordingly the applicant or, once the international registration has been effected, the owner of such registration, and reimburse to him such amounts as are specified in the Regulations, where the defect or defects consist of:

(i) any of those referred to in paragraph (1), items (i) to (vi), or

(ii) the fact that no fees have been paid or the amount paid was less than the minimum amount referred to in paragraph (2), or

(iii) the fact that the invitation referred to in paragraph (2) has not been complied with within the time limit referred to in that paragraph, or

(iv) that referred to in paragraph (1)(x).

(b) The International Bureau shall not proceed under subparagraph (a) before the expiration of six months from the date on which it received the request for recording the later designation.

(4)(a) Subject to subparagraph (b), the date under which the later designation shall be recorded ("recording date of the later designation") is the date on which the request for recording the later designation was received by the International Bureau.

(b) Where any defect referred to in paragraph (3)(a)(i) or (ii) is corrected within the six months period

referred to in paragraph (3)(b), or where the conforming with the concept of limitation, the furnishing of the signature or the payment of the difference between the minimum amount of fees and the required amount of fees is effected after the expiration of the time limit referred to in paragraph (2) but within the said six months period, the International Bureau shall record the request and the recording date of the later designation shall be the date on which the International Bureau receives the required correction or payment, provided that by that date all defects have been corrected and all required fees have been paid.

COMMENTS ON ARTICLE 8

Paragraph (1): As to the recording, see Rule 3.1 (Keeping of the Register).

The possible defects listed under (i) to (vi) are all so basic that the paper purporting to be a request for the recording of a later designation cannot reasonably be considered or treated as one. The comments on Article 6(2) refer in more detail to the applicable Rules, which are the following: for item (i), Rule 10.1; for item (ii), Rule 7.2; for items (iii) and (iv), Rule 10.2; for item (v), Rule 10.3; for item (vi), Rule 10.4. It is to be noted that items (iii) and (iv) do not necessarily require compliance with all the provisions of Rule 10.2.

As to item (vii), it is to be noted that the request for the recording of later designation may relate to less than all the goods and/or services appearing in the international registration, since the owner of the international registration may have reasons for aiming at a more limited list in the newly designated State than in those States which were designated in the international application. However, he will have to comply with the requirement that the new list conform with the concept of limitation as defined in Rule 22.2 (Concept of Limitation).

As to the possible defects concerning the limitation of the list of goods and/or services as well as to those referred to in items (viii) and (ix), the solution parallels that provided for in connection with international applications suffering from defects analogous to the two last mentioned. The third and fourth paragraphs of the comments on Article 7(1) apply here too. See also Rule 15.3 (Calling Attention to Defects Other Than Those Referred to in Article 8(2)).

The defect referred to in item (x) cannot be corrected, not even under paragraph (4)(b).

Paragraph (2): The time limit is one month from the date of the registered letter which the International Bureau must send to the applicant or the owner of the international registration, inviting him to conform with the concept of limitation, to sign the request or to pay the missing part of the fees (see Rule 15.1: Time Limit Under Article 8(2)). The "minimum amount" is fixed in Rule 15.2 (Minimum Amount Under Article 8(2)).

Paragraph (3)(a): See Rule 15.4 (Notification, and Reimbursement of Certain Fees, Under Article 8(3)). In the case of any erroneous declining of the request for the recording of later designation, the same guarantees are provided for as in the case of erroneous declining of the international application (see Article 9 (Avoiding the Effects of Declining) and the comments on Article 7(3)(a)).

Paragraph (3)(b): This provision parallels Article 7(3)(b), and the comments made on that provision apply here too, *mutatis mutandis*.

Paragraph (4)(a): Naturally, where the request has been declined, there will be no recording date.

Paragraph (4)(b): This provision parallels Article 7(4)(b), and the comments made on that provision apply here too, *mutatis mutandis*.

ARTICLE 9

Avoiding the Effects of Declining

(1) Where the International Bureau has declined the international application or a request for the recording of later designation, the applicant or the owner of the international registration may, within the prescribed time limit, file with the national Office of any State designated in the said declined application or request a petition for the purpose of requesting the International Bureau to proceed, in respect of that State, with the international registration of the mark and the recording of the designation of the said State or, where the international registration has already been effected, with the recording of the designation of that State. He shall, within the same time limit, transmit a copy of the petition to the International Bureau. If the petition relates to a mark which is already registered in the International Register of Marks, the International Bureau shall, as provided in the Regulations, record and publish the fact that it has received a copy of such petition.

(2) If the national Office or other competent authority of the said State finds that the declining, by the International Bureau, of the international application or of the request for the recording of later designation was unjustified under this Treaty and the Regulations, the national Office of the said State shall request the International Bureau to proceed as provided in paragraph (1). [It may request the International Bureau so to proceed even in the absence of any such finding.]

(3) The International Bureau shall proceed as requested.

COMMENTS ON ARTICLE 9

Paragraph (1): As to the purpose of this Article, see the comments on Articles 7(3) and 8(3).

The time limit in question is three months from the date of the registered letter of the International Bureau notifying the fact that the international application or the request for later designation has been declined (see Rule 16.1). See also Rules 16.2 (Recording and Publication Under Article 9(1)) and 16.3 (Notification of National Offices Under Article 9(1)).

A matter to be studied further is whether the Treaty should not allow the applicant to choose between two possibilities: one contained in this Article and another which was provided in the Article bearing the same number in document TRT/I/3 of April 13, 1971. That Article read as follows:

> "(1) Where the International Bureau has declined the international application or a request for recordal of later designation, the applicant or the owner of the international registration may, within the prescribed time limit, file with the national Office of any State which the said applicant or owner has attempted to designate an application ("national application") for the registration, in the national register of marks, of the same mark in respect of a list of goods and/or services not extending beyond the list of goods and/or services indicated in the international application or the request for recordal of later designation.
>
> "(2) The national application thus filed with the said national Office shall be treated as if it had been filed on the date on which the declined international application or the declined request for recordal of later designation was filed with the International Bureau, provided that the national Office finds that the declining, by the International Bureau, of the international application or of the request for recordal of later designation was unjustified under this Treaty and the Regulations and provided further that the national application complies with all the requirements of the national law of the interested State laid down for national applications."

The above text was accompanied by the following comments in the said document:

> *"Paragraph (1):* As to the purpose of this Article, see the comments on Articles 7(3) and 8(3).
>
> "The time limit in question is three months from the date of the registered letter of the International Bureau notifying the fact that the international application or the request for later designation has been declined (see Rule 16.1).
>
> *"Paragraph (2):* This provision means that, if the attempted—but declined—international application or request for the recordal of a later designation was filed within the six-month priority period provided for in the Paris Convention, the national application in question would also benefit from that priority.
>
> "In order to be able to furnish evidence to the national Office in question that he did file an international application and that it was declined in error, the applicant may ask the International Bureau to communicate to the national Office a copy of the entire file of his case (see Rule 16.2: Notification to National Offices Under Article 9(2)).
>
> "The question arises whether a similar possibility should be offered to the owner of the international registration where the International Bureau has erred in applying a later effective date under the second sentence of Article 7(4) or the second sentence of Article 8(4)."

Paragraph (2): This provision means, in effect, that any designated State may force the International Bureau into recording its designation and, if the international registration has not been effected, also into effecting such registration. But if such registration is effected, it will have effect only in respect of the designated State which has forced the registration. However, the International Bureau may, at its own discretion, reverse its decision to decline also in respect of other designated States.

Whether the last sentence should be maintained is a matter to be studied further. The main argument for omitting it would be that if the national Office finds that the declining was justified there is no good reason for requesting the International Bureau to proceed. The main argument for retaining it is that the mistake on which the declining was based—of necessity, since the International Bureau has no discretion—may be insignificant (for example, the fact that the fees were only a few francs short of the required amount) and it would only be equitable to disregard such a mistake.

Paragraph (3): "As requested means as requested by the national Office of the designated State.

A matter to be studied further is whether the scope of this Article should be extended so as to cover not only the cases

where the International Bureau declines the international application or the request for recording later designation but also the cases where the International Bureau refuses to honor a request for recording a change in ownership (see Article 14), a request for recording a change in the list of goods and/or services (now covered in Article 15(3)(b)), and a demand for renewal (see Article 16). Another solution could consist in making Article 9 applicable to any decision of the International Bureau in connection with which the applicant or the owner of the international registration alleges that the International Bureau has erred.

ARTICLE 10

Publication and Notification

(1) International registrations and recordings of later designations shall be promptly published by the International Bureau, as provided in the Regulations.

(2) International registrations and recordings of later designations shall be promptly notified by the International Bureau to the national Offices of each designated State, as provided in the Regulations.

COMMENTS ON ARTICLE 10

Paragraph (1): The publication shall take place in the Gazette of the International Bureau, since Article 2(ix) provides that "references to any publication by the International Bureau shall be construed as references to publications effected in the official Gazette of that Bureau."

As to the contents of the publication, see Rule 17.1 (Contents of Publication of International Registrations): The publication will be effected in English and French (see Rule 30.3: Languages of the Gazette), normally within between ten and twenty days from the international registration date if it is assumed that preparations for the registration and publication will last approximately ten days and if it is considered that the Gazette will be weekly (see Rule 30.2: Frequency of Issue of the Gazette).

The Regulations contain no provision on the question whether the registration of a mark relating to goods and/or services belonging to several classes of the Nice Classification should be published as one item or as many items as there are classes. The matter will be regulated in the Administrative Instructions. The present intention is to proceed as follows. The Gazette will have a separate section for each class of the Nice Classification. Each registration which relates to one class only will be published in the section corresponding to that class. Where any registration relates to several classes it will be published in the section corresponding to that class which has the lowest number among the said classes, whereas in each other relevant section merely the international registration number or international later designation number and the page number of the Gazette on which the registration appears will be mentioned.

As to access to information through other means than the Gazette, see Rule 31 (Copies and Other Information Available to the Public).

Paragraph (2): See Rule 18 (Notification of International Registrations and Recordings of Later Designations), according to which the notification will essentially consist of a reprint of the relevant passages in the Gazette. However, where the international application or the request for the recording of the later designation contains a declaration of intent to use the mark, the notification to the interested designated Office will also include a copy in full of that application or request (see Rule 18.1(iii)).

ARTICLE 11

Effects of International Registration and of Recording of Later Designation

(1) [*National Application Effect*] The international registration of a mark and the recording of any later designation, published and notified as provided in Article 10, shall have the same effect in each designated State as if an application for the registration of the mark in the national register of marks had been filed with the national Office of that State on the international registration date or on the recording date of the later designation, as the case may be.

ALTERNATIVE A:

(2) [*National Registration Effect*] Furthermore, the said international registration and recording shall, subject to Articles 12 and 13, have the same effect in each designated State as if the mark had been registered in the national register of marks of that State; such effect shall come into existence in any designated State:

(i) where no refusal or notice that a refusal may eventually be pronounced ("notice of possible refusal") has been notified by the national Office of that State within the time limit fixed in Article 12(2)(a), at the expiration of that time limit,

(ii) where a refusal or a notice of possible refusal has been notified by the national Office of that State within the time limit fixed in Article 12(2)(a), if and when, and to the extent to which, the refusal is reversed by a final decision or the final decision taken in the proceedings referred to in the notice of possible refusal results in acceptance of the effect provided for in this paragraph,

and shall be deemed to have started as of the international registration date or the recording date of the later designation, as the case may be.

ALTERNATIVE B:

(2) [*National Registration Effect*] Furthermore, the said international registration and recording shall, subject to Articles 12 and 13, have the same effect in each designated State as if the mark had been registered in the national register of marks of that State on the following date:

(i) where no refusal or notice that a refusal may eventually be pronounced ("notice of possible refusal") has been notified by the national Office of that State within the time limit fixed in Article 12(2)(a), on the day following the expiration of that time limit, or

(ii) where a refusal has been notified by the national Office of that State within the time limit fixed in Article 12(2)(a) but the refusal is subsequently reversed, on the date on which the decision of reversal becomes final, or

(iii) where a notice of possible refusal has been notified by the national Office of that State within the time limit fixed in Article 12(2)(a) but a decision taken in subsequent proceedings results in acceptance of the effect provided for in this paragraph, on the date on which that decision becomes final.

BOTH ALTERNATIVES:

(3) [*Several National Registers*] Where, in any designated State, there is more than one national register of marks, the reference in paragraphs (1) and (2) to the national register of marks shall be construed as a reference to that national register which affords the highest degree of protection, unless another register is indicated in the international application or the request for the recording of the later designation, or in a communication filed direct with the designated Office. In the case of such indication, the reference in paragraphs (1) and (2) to the national register of marks shall be construed as a reference to the register so indicated.

COMMENTS ON ARTICLE 11

Paragraphs (1) and (2): These two paragraphs state the two effects of the international registration: the first is the same as that of national filing, the second is the same as that of national registration. In these comments, the first will sometimes be referred to as the *"national application effect* (of the international application)," and the second as the *"national registration effect* (of the international registration)."

These indications appear also at the beginning of the paragraphs, in brackets, as a sort of title. Neither these nor any other such paragraph titles are intended to remain in the text of the Treaty beyond the draft stages.

Paragraph (1): The national application effect comes into existence as of the international registration date, which is generally the date on which the international application was received by the International Bureau (see Article 7(4)(a)) or, in the case of a later designation, as of the recording date of the later designation, which generally is the date on which the request for recording the later designation is received by the International Bureau (see Article 8(4)).

In essence, this paragraph provides that an international registration has the same effect as a national application. It should be noted that it contains no provision attempting to harmonize the effects attached to national application under the various national laws. Consequently, each State's national law will continue to be completely free in this respect. Whatever effect is provided for national applications will be applicable under this paragraph to international registrations.

Paragraph (2): This provision, together with the provision on renewals, is the most important one of the Treaty. The Treaty is being concluded for the very reason that a single (international) registration should be able to take the place of the separate (national) registrations in each of those States in which the owner of the mark is interested in obtaining protection. This is the provision which accomplishes the desired aim.

The provision means that the effect of the international registration in each designated State (whether designated in the international application or later) is the same as that of the registration of the same mark, for the same goods and/or services, in the national register of marks of that State "(national registration effect)."

It should be noted that neither this provision nor any other provision of the Treaty attempts to harmonize the effects attached to national registration under the various national laws. Consequently, each State's national law will be free to provide the effects it desires to provide for national registration and whatever effect is so provided will be applicable under this paragraph to international registrations. One of the examples of the freedom of national laws is that no given time limit has necessarily to be computed from the date of registration; thus, for example, any requirement of the national law concerning incontestability or the use of the mark may run from any point in time (subject, of course, as far as use is concerned, to respecting Article 18(3)), but any time limit or right which, according to the national law, runs from the national registration date (as distinguished from national filing), will run from the international registration date unless the Treaty provides for exceptions or a different system. (For the sake of simplicity, the comments on this paragraph speak only of the international registration date; however, the expression should always be understood as including also the recording date of the later designation when the designation has not been made in the international application but in a later request.)

Furthermore, it should be noted that protection cannot be acquired, through international registration, in a designated State for marks which are unregistrable in the national register of that State, for example, service marks in States in which service marks are not registrable. If such a State is designated, its authorities should use the right of refusal given to it by Article 12; but, even if they fail to refuse, the designation will have the same effect (i.e., in most cases, none) as that of a national registration made in error.

Finally, it should be noted that the fact that the effect, once acquired, is the same as that of a national registration implies that it can be taken away for the same reasons as those for which a national registration can be cancelled, for example, because it should never have been made (because accepting it for registration was contrary to the law), or because it has not been renewed, or because the mark is not being used when it should be. However, in some of these cases, the Treaty provides for guarantees or alternative possibilities: cancellation must strictly follow the national treatment principle of the Paris Convention (see Article 12), renewal is to be effected internationally (see Article 16), and use generally cannot be required during an initial period of usually three (or five) years after the international registration or the later designation (see Article 18(3)(a)).

All that precedes applies to both Alternatives A and B. What follows deals with the difference between these two Alternatives.

The difference between the two Alternatives concerns the question when the national registration effect starts. According to Alternative A, it would start on *the international registration date*. According to Alternative B, it would start, where there is no "complication," i.e., refusal or notice of possible refusal, *at the end of the 12 (or 15) months period* during which refusal or notice of possible refusal may be forthcoming (see Article 12(2)(a)) or, where there is a "complication," if and *when it is resolved in favor of the applicant*.

Alternative A has the advantage that it fixes a uniform starting date, which appears to have the merit of simplicity. Alternative B has the advantage that it avoids the principle of retroactivity, which might raise fears that rights of third parties may be prejudiced, and that it avoids the possible need to change certain national laws in certain respects (see below).

It is believed, however, that the differences are more apparent than real and the advantages more theoretical than practical.

This is so because according to the national laws of most countries most effects of national registration are retroactive to the date of national filing. Thus, even under Alternative B, there would practically be a *de facto* retroactivity and to the same uniform date (the date on which the international registration was filed) as under Alternative A. For example, in many countries a registered mark prevails against conflicting marks if it has been filed before those other marks are filed; in others, it prevails if it has been used before those other marks are used. In neither case is the date of registration of any relevance.

Admittedly, there are certain effects under some national laws which start from registration only. For example, in some countries infringement actions may be brought only after registration. It is to cover those situations without having to change those laws (either in the sense that the said effects would also start from filing or from some event other than registration) that Alternative B is proposed. Another solution would consist in adopting Alternative A but with a proviso or some other provision (perhaps a reservation) which would allow any Contracting State which "repeats" the international registration in its national register to apply the said effects from the date it "repeats" the international registration, provided that the national Office notifies the International Bureau of the date of such "repeating" within the 12 months period. (Where item (ii) of Alternative A applies, the 12 months period would, naturally, not apply.)

Paragraph (3): This paragraph is intended, in particular, to cover the situation existing in the United States of America, the United Kingdom, and a number of States following the UK system, namely, that there are two registers of marks ("Principal" and "Supplemental" in the United States of America or "Part A" and "Part B" in the United Kingdom). The provision leaves it to the discretion of the applicant or the owner of the international registration to decide whether the national registration effect will, in the said examples, relate to the Principal Register or to the Supplemental Register, or to the Part A Register or to the Part B Register. If the application, or the request for recording of a later designation or a communication addressed to the interested designated Office does not contain an indication that the Supplemental Register or the Part B Register is chosen, the effect will relate to the Principal Register or the Part A Register, since they afford a higher degree of protection than the Supplemental Register and the Part B Register. See Rule 6.5 (Option Under Article 11(3)) and Rule 11.5 (Option Under Article 11(3)).

ARTICLE 12

Refusal of the Effect Provided for in Article 11(2)

(1) Subject to the provisions of paragraph (2) and Articles 18, 19(3) and 20(3), the effect provided for in Article 11(2) may, in respect of any designated State, be refused by the competent authorities of that State for the same reasons and to the same extent as those in respect of which applications for the registration of marks in the national register of marks may be refused under the national law of the said State, provided that such reasons are not incompatible with this Treaty and the Regulations or the Paris Convention, and provided that Article 6*quinquies* of the Paris Convention shall apply also to marks registered under this Treaty, the international registration taking the place, for the purposes of the said Article 6*quinquies*, of registration in the country of origin.

(2)(a) Any refusal under paragraph (1) shall be effective only:

(i) if the refusal or the notice of possible refusal is notified, as provided in the Regulations, by the national Office of the designated State to the International Bureau so that the latter receives it within 12 [*Alternative:* 15] months from the date of the publication of the international registration, or, in the case of a later designation, of the recording of the later designation of such State, and

(ii) in the case of a refusal, if the reasons for the refusal are specified,

(iii) in the case of a notice of possible refusal followed by a refusal, if the notice specifies, as provided in the Regulations, the reasons for which a refusal may eventually be pronounced, and provided that the reasons given in the final decision of refusal include at least one of the reasons specified in the said notice and the said decision is or is also based on that reason. [Where the said decision is that of a court, it shall be effective even if it is not based on any of the reasons specified in the notice of possible refusal.]

[(b) Where the notice of possible refusal received by the International Bureau within the time limit fixed in subparagraph (a)(i) includes reasons adduced by a third party in an opposition procedure and that party later adduces supplemental reasons, the said reasons shall be considered to have been included in the notice of possible refusal if they are notified, as provided in the Regulations, by the designated Office to the International Bureau so that the latter receives them within three [*Alternative:* six] months from the expiration of the said time limit.]

(3)(a) The International Bureau shall, as provided in the Regulations, notify the owner of the international registration of any notification received under paragraph (2) and publish a notice concerning such notification.

(b) The owner of the international registration shall, in any designated State, have the same remedies against any decision of refusal and shall have the same procedural and substantive rights in connection with any intended possible refusal, whether ex officio or based on the opposition of a third party, as have applicants who apply for the registration of marks in the national register of marks of the State in question.

(4)(a) Where the decision of refusal is final, the national Office of the designated State shall notify the International Bureau accordingly, and that Bureau shall notify the owner of the international registration, record the final decision, cancel the designation of that State, or, in a case where the final decision relates to some only of the goods and/or services listed, cancel in respect of the said State those goods and/or services to which the said decision relates, and publish such cancellation.

(b) Where a non-final refusal or a notice of possible refusal has been notified under paragraph (2) and the final decision results in acceptance of the effect referred to in Article 11(2), the national Office of the designated State shall notify the International Bureau accordingly.

(c) The details of the procedures referred to in subparagraphs (a) and (b) are provided in the Regulations.

COMMENTS ON ARTICLE 12

Paragraph (1): This paragraph enunciates the principle according to which the "national registration effect" may not, on the basis of an international registration, materialize for the same reasons as those for which the national registration of a mark applied for direct in the national Office cannot be granted.

The principle is qualified in three respects. *First,* the refusal must follow certain procedural requirements (see paragraph (2)). *Secondly,* the refusal cannot be in violation of Article 18, which provides for the non-applicability of certain national requirements generally or for a limited period of time. *Thirdly,* the national registration effect cannot be put, so to speak, in double jeopardy by exposing the mark to a new possibility of refusal when it has already been exposed to such possibility because the mark which is the subject of the international registration is no more and no less than a mark which is already in the national register or which is already in the other international register, namely, that maintained under the Madrid Agreement (see Article 10 (Preservation of Rights Acquired Through National Registration) and Article 20 (Preservation of Rights Acquired Through International Filing Under the Madrid Agreement)). The question that may arise is why a State in which the mark is already protected (by virtue of a national registration or by virtue of the Madrid Agreement) should be designated at all under the Treaty. The answer is that under the Treaty the surveillance of renewals is much simpler if not also much cheaper (see Article 16(2) and the comments accompanying Article 19(1)).

The grounds on which the refusal is based must not be incompatible with the provisions of the Treaty and the Regulations or of the Paris Convention. That they must not be incompatible with the Treaty and the Regulations is a matter of course. That they cannot be incompatible with the Paris Convention follows from the fact that only States members of the Paris Union may become party to the Treaty (see Article 108(1)). These matters are dealt with in the first proviso of the paragraph under consideration.

The second proviso provides that the refusal must also respect Article 6*quinquies* of the Paris Convention. In this case, the mere reference to the Paris Convention would not suffice since the said Article refers to the notion of country of origin, and marks which are the subject of international registration do not have a country of origin when the international registration is not preceded by a registration in the national register of a country. Sections B and C of Article 6*quinquies* provide the reasons for which marks may be "denied registration" or may be "invalidated" (Section B) or may be "refused" (Section C). In the Draft Treaty's terminology, these acts are called refusals or cancellations (Articles 12 and 13). It is to be noted that, since Article 6*quinquies* of the Paris Convention deals only with grounds of refusal concerning the mark as such (the mark itself), any national law providing for refusal or cancellation for lack of bona fide intent to use the mark, lack of actual use, or multiplicity of applicants, would be compatible with Article 6*quinquies* and hence, subject to the provisions of Article 18, also with the paragraph in question.

Paragraph (2), generally: This paragraph specifies the procedural requirements which any refusal, to be effective under the Treaty, must satisfy. Roughly stated, it means that the refusal can generally be based only on such grounds as are notified—via the International Bureau—within a certain time limit, to the owner of the international registration. The notification is made *via* the International Bureau because it might be awkward, or even impossible from a legal viewpoint, for a national Office to send official communications to persons in foreign States. Naturally, this difficulty could be eliminated if the owner of the international registration were obliged to have a representative or at least an address for service in each of the designated States. However, this would always be costly for him and often completely unnecessary, especially where there is no dispute between him and the national Office. But, of course, if there is a refusal or notice of possible refusal, and the owner wants to defend his case, he will have to conform, from then on, to the national procedure, because he can only react direct, that is, not through the International Bureau. Consequently, he will have to use the remedies available under the national law in accordance with that law. This will necessitate a knowledge of the national law, the use of the official language of the national Office, and the practical if not the legal necessity of using the services of a local representative (attorney, agent, or other). See Article 18(6).

Where the address of the owner of the international registration is in the State which notifies the refusal or notice of possible refusal, the national Office could, if it so desired, send a copy of the notification to the owner. Such a copy may give the owner a few more days to react if he so desires.

Paragraph (2)(a)(i): See Rule 19.1 (Notifying the International Bureau; Reasons). For the definition of the date of publication, see Article 2(x).

As far as the time limit is concerned, the Draft hesitates between 12 and 15 months. The owner of the mark desires the shortest possible term to reduce the period of uncertainty. On the other hand, unless the national law provides for no or only an elementary examination, the designated Office has to go through an ex officio (ex parte) examination, and, in certain States, must announce the mark for possible third-party opposition and forward a copy of any opposition to the International Bureau. All this requires time and the question is whether it can be accomplished within 12 months, or whether a longer period (for example, 15 months) is needed.

For the case where the notification is made but the time limit is missed, see Rule 19.5 (Belated Notifications).

Paragraph (2)(a)(ii): See Rule 19.1 (Notifying the International Bureau; Reasons).

Paragraph (2)(a)(iii): See Rule 19.1 (Notifying the International Bureau; Reasons). For the definition of "final," see Article 2(viii).

The rule is that the reasons specified in the final decision of refusal must include at least one of the reasons specified in the notice of possible refusal, otherwise the notice could become a meaningless formality which would not give the applicant the required warning. However, the question arises whether it is practical to apply that rule to final decisions in court proceedings since courts may not wish to have their freedom of decision limited by any earlier administrative finding. The sentence in brackets would give them that freedom. Naturally, by pronouncing the negative decision in the form of a cancellation rather than in the form of a refusal the same result could be obtained without the additional sentence.

Paragraph (2)(b): This subparagraph is placed within brackets since the question whether it is really necessary is still being studied. It tries to take care of the time problem which might arise where an opposition is later amended. It would extend the 12 (or 15) months time limit to between 15 and 21 months in the case described in it.

Paragraph (3)(a): See Rule 19.2 (Notifying the Owner of the International Registration).

Paragraph (3)(b): This provision simply specifies, for a special purpose—namely, for refusals—the national treatment rule of the Paris Convention.

Paragraph (4)(a): See Rule 19.3 (Notification and Recording of Final Decisions of Refusal; Cancellation of the Designation, and Publication of the Cancellation).

Paragraph (4)(b): See Rule 19.4 (Notification Where Final Decision Results in Acceptance of the Effect Provided for in Article 11(2)).

Paragraph (4)(c): See the two Rules referred to in the preceding two paragraphs.

ARTICLE 13

Cancellation of the Effect Acquired Under Article 11(2)

(1) Subject to Article 18, the effect acquired under Article 11(2) may, in respect of any designated State, be cancelled by the competent authorities of such State for the same reasons, to the same extent and subject to the same procedure as those in respect of which registrations of marks in the national register of marks may be cancelled under the national law of the said State, provided that

(i) such reasons and such procedures are not incompatible with this Treaty and the Regulations or the Paris Convention,

(ii) Article 6*quinquies* of the Paris Convention shall apply also to marks registered under this Treaty, the international registration taking the place, for the pur-

poses of that Article, of registration in the country of origin,

(iii) the competent authorities of the said State shall give, with reasonable advance notice, an opportunity to the owner of the international registration to defend his rights in the procedure and such owner shall have the same remedies against any decision of cancellation as have owners of marks registered in the national register of marks of the State in question.

(2) If the decision of cancellation is final, the national Office of the designated State shall notify the International Bureau accordingly, and that Bureau shall record that decision, cancel the designation of the said State or, in a case where the cancellation relates to some only of the goods and/or services listed, cancel—in respect of that State—those goods and/or services to which the said decision relates, and publish such cancellation.

COMMENTS ON ARTICLE 13

Paragraph (1): Since the international registration is a constructive national registration (see comments on Article 11(2)), it is logical that, once acquired, it should be capable of being taken away ("cancelled") for the same reasons as a "real" national registration. This is the principle enunciated in paragraph (1). It can also be regarded as a specification of the national treatment rule of the Paris Convention. It goes without saying that item (iii) does not apply in those cases in which, according to the national law, the omission of certain acts by such owner entails, *ipso facto*, cancellation of registrations.

Paragraph (2): This provision deals with the question how to inform all those concerned and the public at large of the fact that the designation of a State has failed because of a final decision of cancellation pronounced by the authorities of that State. See Rule 20.1 (Notification and Recording of Final Decisions of Cancellation: Cancellation of the Designation, and Publication of the Cancellation).

As to the definition of "final," see Article 2(viii).

ARTICLE 14

Change in the Ownership of the International Registration

(1)(a) Subject to subparagraph (c), any change in the ownership of the international registration shall, on request, be recorded by the International Bureau, as provided in the Regulations.

(b) Subject to paragraph[s] (4) [and (5)], such recording shall have the same effect as if it had been made in the national Office of each of the designated States.

(c) If the new owner of the mark is not entitled to file international applications, this Treaty shall, with the exception of subparagraph (d), cease to be applicable to the international registration concerned unless the change in ownership is by operation of law and, pursuant to a further change in ownership occurring within two years from the first change in ownership and before the expiration of the initial term of the international registration or the then running term of renewal, as the case may be, the more recent owner is entitled to file international applications.

(d) If, pursuant to a change in ownership by operation of law, the new owner is not entitled to file international applications but is entitled under the national law of the designated State to file applications for the registration of marks in the national register of marks of that State, he shall have the right to file an application for the registration of the same mark in the said national register, and if, within two years from the change in ownership and before the expiration of the initial term of the international registration or the then running term of renewal, as the case may be, he files such an application, that application shall be treated in the said State as if it had been filed at the time when the designation of that State took effect.

(2) Where the change in ownership relates to some only of the designated States or some only of the goods and/or services listed in the international registration, the provisions of paragraph (1) shall apply only in respect of those designated States or those goods and/or services to which the change in ownership relates.

(3) Any recording effected by the International Bureau under paragraphs (1) or (2) shall be subject to the payment of a fee to that Bureau, shall be published by the said Bureau, and shall be notified by it to the old and the new owners and to the interested designated Offices, as provided in the Regulations.

(4)(a) The national law of any Contracting State may provide that the effect referred to in paragraph (1)(b) shall apply only if, within three months from the date of notification to the national Office of that State provided for under paragraph (3), evidence is adduced before such national Office for the purpose of satisfying the conditions of the national law as regards changes in ownership.

(b) Where the competent authorities of any designated State refuse the effect referred to in paragraph (1)(b), the national Office of that State shall, as provided in the Regulations, promptly notify the International Bureau accordingly, and that Bureau shall, as provided in the Regulations, record the refusal in the International Register of Marks and publish it.

[(5) The national law of of any Contracting State may provide that the effect referred to in paragraph (1)(b) shall apply only where the new owner is not a resident [*Alternative:* national] of that State.]

COMMENTS ON ARTICLE 14

Paragraph (1)(a): "Change in ownership" means any change in ownership, irrespective of its cause. It may be caused by reason of a contract (typically, assignment) or by operation of law (for example, inheritance). The Treaty does not regulate, and the International Bureau will not examine, the question whether a change has really occurred, in particular whether the contract transferring the property is valid and the transferee capable of owning property. These questions are left to the national law of each Contracting State. The International Bureau will merely record the change if properly requested to do so—that is, in a typical case, if requested by the person in whose name the international registration stands—and provided the new owner is the resident or national of a Contracting State. If he is not, the Treaty—which is concluded for the benefit of the residents or nationals of Contracting States—will cease to be applicable (see subparagraph (c)). As in the case of international applications, the International Bureau will rely on the allegation contained in the request: it will not examine the question whether the new owner is really a national or a resident of the State of which he alleges that he is a national or a resident. See Rule 21.1 (Request for Recording of Change in Ownership) and Rule 21.2 (Procedure Where New Owner Is Entitled To File International Applications).

Paragraph (1)(b): This provision means essentially that even where it is possible it is not necessary to record the change in ownership anywhere else than in the International Register. Any State may, if it wishes to do so, repeat or duplicate the international registration of a mark designating it in its own national register of marks. It may, if it so wishes, also duplicate recordings of any change in ownership. But in neither case may such State require the owner of the international application to ask for such duplication of the registration or recording. Nor may it require that any fee be paid for such duplication. The recording of the change in ownership in the International Register will have the effect described in this paragraph without any further action or any payment by the new or the old owner before or to the national authorities of the designated State. However, any Contracting State may apply its national law in respect of any condition concerning change in ownership other than recording in the national register. In particular, such law may provide that, where a change in ownership relates to some only of the goods and/or services, the goods and/or services listed in connection with the new owner may not be similar to those which remain listed in connection with the earlier owner. A further example is that the national law may provide that marks may be transferred only together with the transferor's goodwill or business or that the transferee is incapable, for certain reasons, of acquiring property. This is the meaning of the second part of paragraph (4)(a). The first part of the same paragraph provides in effect that any Contracting State may require evidence that the said conditions of its national law have been met. It also provides for a time limit for presenting such evidence (three months from the notification of the recording to the designated Office). The time limit is so fixed that it should allow enough time for the assembling and forwarding of the documents constituting the evidence but still not leave third parties and the designated Office in doubt for too long a time as to whether the recording not only is formally correct but also reflects the true situation.

If any of the conditions of the national law—except, of course, any requirement that the change must be recorded

in the national register—is not met, the national authorities of the designated State may refuse the effect of the international recording of the change provided for in paragraph (1)(b) (see paragraph (4)(a)).

Paragraph (1)(c): As to the first part of this provision, see the comment on subparagraph (a). The second part makes provision for rendering the rule less severe. It is modelled on at least one national law. It would mean, for example, that if a person acquires the property in a mark by inheritance but happens to be a person who neither has a residence in nor is a national of a Contracting State, he would be given a certain time to transfer the property to someone who has such a residence or nationality, thereby saving both the property and the international registration.

Paragraph (1)(d): It appears to be only logical that persons neither residing in nor being the nationals of Contracting States should not be allowed to benefit from the Treaty. However, where the ownership of the new owner has come into existence by operation of law and, under the national law of the designated State, he may own registrations, it would seem to be equitable to allow him to switch over to the national register. See Rule 21.3 (Procedure Where New Owner Is Not Entitled To File International Applications).

Paragraph (2): This provision implies, of course, that a change in ownership may relate to some only of the designated States (and even to only one of them) or to some only of the goods and/or services listed in the international registration. However, such fractioning of the international registration can last only until the end of the ten-year term which is running when the change is recorded (see Article 16(4)).

This might be an appropriate place to note a definition appearing in Article 2(iv) according to which "owner of the international registration" means the natural person or the legal entity in whose name the international registration stands in respect of some or all of the designated States or some or all of the goods and/or services listed in that registration.

Paragraph (3): As to the fee, see Rule 21.1(c); and as to the publication and the notification, see Rule 21.2(b).

Paragraph (4)(a): See the comments on paragraph (1)(b).

Paragraph (4)(b): See the comments on paragraph (1)(b) and Rule 21.4 (Notification of Refusal; Recording and Publication).

Paragraph (5): This paragraph is placed between brackets since it would be needed only if Article 5(3)—also placed between brackets—is retained. It is intended to avoid the circumventing of the prohibition (should there be one) of self-designation by having the mark registered in the name of a non-resident of the country prohibiting self-designation and then having the registration transferred to a resident of such a country.

Licenses. It is to be noted that the Draft Treaty does not provide for the recording, in the International Bureau, of licenses (whether exclusive or non-exclusive) and "registered user declarations" as known, for example, in the UK law. Where the national law requires such recordings—so that the effect exists also vis-à-vis third parties (for example, in France)—and where the national Office "duplicates" the international registration in its national register, it will be possible to comply with the national law by having the recording effected in the national register. But where the national Office does not "duplicate" the international registration—and not only is there no obligation to "duplicate" but "duplication" may even be regarded as uneconomical—there would be no basic registration to which the recording could relate. It may, therefore, be advisable to consider whether the Treaty should not provide for the recording of licenses.

ARTICLE 15

Limitation of the List of Goods and/or Services

(1) On the request of the owner of the international registration, the International Bureau shall record, in respect of any designated State, any limitation of the list of goods and/or services which conforms with the concept of limitation as defined in the Regulations.

(2) The request for recording shall be subject to the payment of a fee to the International Bureau, and the recording shall be published by that Bureau and notified to all the interested designated States, as provided in the Regulations.

(3)(a) The International Bureau shall decline the recording of any change in the list of goods and/or services which does not conform with the said concept of limitation, and shall notify the owner of the international registration accordingly, as provided in the Regulations.

(b) In the case of a declining under subparagraph (a), the owner of the international registration may, within the prescribed time limit, file with the national Office of any designated State in respect of which the recording of the limitation was requested a petition for the purpose of requesting the International Bureau to record the said limitation in respect of that State. If the national Office or other competent authority of the said State finds that the declining by the International Bureau was unjustified under this Treaty and the Regulations, the national Office of the said State shall request the International Bureau to record the limitation in respect of that State. [It may request the International Bureau so to proceed even in the absence of any such finding.] The International Bureau shall proceed as requested.

(4) Where the national Office or other competent authority of any designated State finds that the limitation of the list of goods and/or services recorded in respect of that State is not admissible under the national law, the national Office of that State shall, as provided in the Regulations, notify the International Bureau accordingly, and that Bureau shall, as provided in the Regulations, make the appropriate annotation in the International Register of Marks and publish a notice concerning such annotation.

COMMENTS ON ARTICLE 15

Paragraph (1): As to the request, see Rule 22.1 (Request for Recording of Limitation of List).

It is important that only such changes be recordable as are *true* limitations. If additions or such other changes were permitted as could be regarded as extending the list of goods and/or services, the designated Offices would have to be given a new opportunity to refuse the "national registration effect" since what was acceptable in respect of a certain list might well be unacceptable under a list of a broader scope. Re-opening the refusal procedure would be too complicated. If the owner wants to cover additional goods and/or services, he will have to apply for a new registration of the mark for those additional goods and/or services.

Deciding whether a limitation is a true limitation is not always easy if the limitation takes the form of substituting one term for another. That is why Rule 22.2 (Concept of Limitation) does not allow substitutions (and, obviously—even less so—additions) but only deletions and such qualifications of existing terms as are easy to recognize and can lead to nothing but a true limitation. A "term" may, of course, consist of several words (e.g., alcoholic beverages).

It is to be noted that no designated State is bound by any finding by the International Bureau that a requested limitation does not conform with the concept of limitation as defined in the Regulations. The competent authorities of such State have the right to disagree with the International Bureau and, consequently, may admit limitations which that Bureau has considered inadmissible or may decide not to admit limitations which it has considered admissible (see paragraph (3)).

Furthermore, where the national Office or other competent authority of any designated State has accepted a change in the list of the goods and/or services which does not conform with the provisions of Rule 22.2(a) and (b), the International Bureau will record such change. Naturally, such recording will relate to the said State only. See Rule 22.1(a)(v) and 22.2(c).

Limitation of the list of goods and/or services is also possible in combination with the request for recording later designation (see Article 6(2)(b) and Rule 11.4)). In this case, there is no need for a separate request and no fees for the limitation will be due.

Paragraph (2): As to the fee, see Rule 22.1(c).

As to procedure, see Rule 22.3 (Recording, Publication, and Notification, of Limitation of the List).

Paragraph (3)(a): See Rule 22.4 (Declining the Recording of Limitation of the List).

Paragraph (3)(b): See Rule 22.5 (Time Limit Under Article 15(3)(b)).

The procedure parallels that provided for in Article 9. See the comments on that Article.

Paragraph (4): See Rule 22.6 (Non-Admission By Designated State).

See also the last paragraph of the comments on paragraph (1).

ARTICLE 16

Term and Renewal of the International Registration

(1) The initial term of any international registration shall be ten years from the international registration date.

(2)(a) Any international registration may be renewed in respect of any designated State by its owner for terms of ten years.

(b) Renewal shall prolong the effect provided for in Article 11(2) in each designated State for the term of the renewal.

(c) Each term of renewal shall start on the day following the day on which the initial term of the international registration or the term of the last renewal expires.

(3) Renewal shall be the subject of a demand presented to the International Bureau as provided in the Regulations, and shall be subject to the payment of fees, as provided in the Regulations. The International Bureau shall record and publish the renewal and shall notify each designated Office accordingly, as provided in the Regulations.

(4) If, at the time of renewal, the owner of the international registration is not the same in respect of all the designated States or all the goods and/or services listed in the international registration, each owner shall present a separate demand.

COMMENTS ON ARTICLE 16

Paragraph (1): The "international registration date" is defined in Article 7(4)(a).

It goes without saying that any later designation becomes part of the international registration and thus renewal in respect of later designated States will be due at the same time as in respect of States designated in the international application itself. Consequently, for example, where the later designation took place four years after the international registration date, it will be effective only for the six remaining years of the initial term.

Paragraph (2)(a): This provision implies that the demand for renewal may relate to some only of the designated States.

Paragraph (2)(b): This provision means that the "national registration effect" will continue. Compliance with the requirements of the national law of any designated State concerning renewals is neither required nor, indeed, possible.

Paragraph (2)(c): As to the computation of terms, see Rule 25.2 (Periods Expressed in Years, Months, or Days).

Paragraph (3): The International Bureau will remind the owner of the international registration that the time for renewal is approaching (see Rule 23.1: Reminder by the International Bureau).

As to the form and contents of the demand, see Rule 23.2 (Demand for Renewal).

As to the fees, see Rule 23.3 (Renewal Fees).

As to the time limit within which the demand and the fees have to reach the International Bureau, see Rule 23.4 (Time Limits; Surcharge).

As to the recording of the renewal and its notification to the interested designated Offices, see Rule 23.5 (Recording, Publication, and Notification).

Paragraph (4): At the time when the international application is filed, the applicant(s) must be the same with respect to all the designated States and the list of goods and/or services must be the same with respect to all the designated States. Once the international registration is effected, ownership of it may be transferred in respect of some States only or some goods and/or services only (see Article 14(2)). Where there are different owners for the purposes of different States or for the purposes of different goods and/or services in the same State, a separate demand by each owner is needed—and this paragraph so provides—since, otherwise, one owner could prevent another owner from renewing his (the latter's) registration. On the other hand, where the same owner's registration shows different lists of goods and/or services for the purposes of different States, a single demand will suffice.

ARTICLE 17

Fees

(1) Part of the fees payable to the International Bureau in connection with the filing of international applications, requests for later designation, and demands for renewal, shall belong to the designated Offices, and part of them to the International Bureau.

(2)(a) Subject to subparagraph (b), the Regulations shall provide the details concerning the amounts of the fees, their partial reimbursement in certain circumstances, the application of the provisions of paragraph (1), and other details concerning fees payable under this Treaty.

(b) In connection with each designation and each class of goods or services named, a fee shall be payable.

COMMENTS ON ARTICLE 17

Paragraph (1): This paragraph states the principle according to which some of the fees belong to the designated Offices and some of them to the International Bureau. Rules 28 and 29 specify which belong to the former and which to the latter. The fees called, in Alternative A, designation fees and class fees (see Rules 9.1[A](a)(ii)(iii), 13.1[A](a)(ii), 23.3[A]) and, in Alternative B, State fees (see Rules 9.1[B](a)(ii), 13.1[B](a)(ii), 23.3[B]), would belong to the designated Offices; all others would belong to the International Bureau.

These fees would be payable in connection with the filing of international applications, requests for later designation, and demands for renewal.

The amounts of the fees will appear in what the Draft Regulations call a "Table of Fees" annexed to the Regulations. They are not indicated in that Draft. They are still being studied.

The said amounts will eventually depend on the following considerations.

As far as the designated Offices are concerned, the question arises whether the fees should be so fixed (i) that they cover the expenses of the designated Office connected with the handling of the international registrations in which they are designated, or (ii) that they yield, for each mark, the same revenue as each national registration earns for the national Office, or (iii) that, in either case, the national Office should receive less in order to facilitate international trade, the State economy finding compensation for the loss in revenue in the fact that its citizens spend less abroad if, by using the Treaty, they too pay less to foreign States than they would without the Treaty.

The solution under (iii) is generally looked upon with disfavor by national Offices, which, quite naturally, look at the question from the viewpoint of their own budgets. Furthermore, "subsidizing" foreign mark owners by any State seems to be out of the question even if, in return, the citizens of the same State receive the same "subsidy" abroad.

Solutions (i) and (ii) would yield the same amount of fees where the national fees exactly cover the costs. However, many Offices have budgets which show a deficit, whereas others make a profit. In these cases, solutions (i) and (ii) lead to quite different results.

A further question is whether, if solution (ii) is adopted, the fees should not be so fixed that they reflect the fact that any designated Office will have to do less work in connection with a mark already registered internationally than with a mark coming direct from the applicant. In other words, the question is whether the fees belonging to the national Offices under the Treaty should not yield less than the national fees.

Alternatives A and B are alike in this respect that they allow either solution (i) or solution (ii) to be achieved. Solution (ii) also permits a reduction in fees, if the question asked in the preceding paragraph is answered in the affirmative. Everything will depend on the actual amounts which will be fixed. The main difference between the two Alternatives is that, whereas under Alternative A the decision on the actual amounts would be made collectively by the Contracting States, under Alternative B the decision would be made separately by each Office as far as it was concerned. The advantages of the former system are of two kinds: the fees payable in respect of each designated State being the same, their computation would be greatly facilitated for the applicant; any arbitrariness in fixing the fees would be less likely. On the other hand, the advantage of allowing each Office to fix the fees individually would be that no Office could ever find itself in the position of having to accept the decision of a majority with which it disagreed.

As far as the International Bureau is concerned, the amounts of all the important fees would be fixed by the Assembly of the Contracting States, since they would be fixed in the Regulations (in the "Table of Fees" annexed to the Regulations), the Regulations being amended by the Assembly (Article 104(3)(a)), and in this respect by a two-thirds vote (Article 104(3)(b)). Minor fees and charges (for example, for delivering copies) would be fixed in the Administrative Instructions, that is, by the Director General under the control of the Assembly (see Article 104(1)(b)).

As to the principle which should guide the Assembly in fixing the amount of the fees belonging to the International Bureau, Article 108(4)(a) provides that "the amounts of fees and charges due to the International Bureau and the prices of its publications shall be so fixed that they should, under normal circumstances, be sufficient to cover the expenses of the International Bureau connected with the administration of this Treaty."

Among these fees, by far the most important—because they are expected to represent more than 90% of all the revenues of the International Bureau in fees and charges—are what are called in Alternative A the basic fees (see Rules 9.1[A](a)(i), 13.1[A](a)(i), 23.3[A], and in Alternative B the international fees (see Rules 9.1[B](a)(i), 13.1[B](a)(i), 23.3[B](a)(i)). These fees, payable in connection with the filing of international applications, requests for later designation, and demands for renewal, are intended to cover the expenses of the International Bureau connected with checking the applications, requests and demands, preparing the material for publications, printing the Gazette, notifying the designated Offices, and other related tasks.

Paragraph (2)(a): The *amounts* of all major fees will be shown in the Table of Fees annexed to the Regulations; the amounts of minor fees will be given in the Administrative Instructions; and, if Alternative B is adopted, the amounts of the fees belonging to each national Office will be published in the Gazette.

Partial reimbursement is provided for in Rules 14.4 (Notification, and Reimbursement of Certain Fees, Under Article 7(3)), 15.4 (Notification, and Reimbursement of Certain Fees, Under Article 8(3)), and 23.7 (Reimbursement of Certain Fees): where the International Bureau declines the international application or the request for recording of a later designation, the fees belonging to the designated States would be reimbursed since, because of the fact that the international application or the request for recording of a later designation has been declined, they would not be designated States and would have no work to perform. The fees belonging to the International Bureau would not be reimbursed since that Bureau would have performed the task of checking and conducting correspondence with the applicant, a task that is frequently more costly than in a routine case because the cases involved would be those where the application or request had defects.

As to the application of paragraph (1), see the comments on that paragraph as well as Rules 28 (Fees Belonging to the Designated Offices) and 29 (Fees Belonging to the International Bureau).

As to *other details*, see Rule 26 (Payment of Fees).

Paragraph (2)(b): This paragraph enunciates the principle according to which fees will be payable for each designation of a State and for each class of the goods and/or services listed. The amount of the fees will be the same for each designation and each class if Alternative A is adopted; under Alternative B, these fees could and probably would vary from State to State (see the comments on paragraph (1), above). If Alternative B is adopted, the words "and each class of goods or services named" will have to be omitted since, under that Alternative, each designated State may or may not charge a fee per class.

ARTICLE 18

Certain National Requirements

(1) [*Fees*] No national Office of any designated State shall, unless acting as an independent review authority, require the payment of fees other than those provided for under this Treaty in connection with the obtaining or renewing of international registrations and recordings under this Treaty and the effects of such registrations and recordings in the said State.

(2) [*Number of Classes and of Goods and/or Services*] No designated State may refuse or cancel the national registration effect merely on the grounds that its national law allows the registration of marks only in respect of a limited number of classes or a limited number of goods and/or services.

(3)(a) [*Actual Use*] The national law of any Contracting State may impose the same conditions as are applicable to marks whose registration is applied for or which are registered in the national register of marks in that State in respect of any requirement that the owner of an international registration use the mark in that State or in any other place, provided that such State shall not refuse under Article 12, cancel under Article 13, or otherwise fail to accord the effects of the international registration as defined in Article 11, on the ground that the mark has not been used at any time prior to the expiration of [*Alternative A*: three] [*Alternative B*: five] years counted from the international registration date or the recording date of the later designation, as the case may be. However, the national law of any Contracting State may provide that any action for infringement based upon an international registration may be started only after the owner of such international registration has commenced the continuing use of the mark in the said State and that any remedy resulting from such action shall relate only to the period after such use has commenced.

(b) [*Actual Use: Continued*] Where prior to the international registration date or the recording date of the later designation, as the case may be, the mark has been registered in the national register of marks of any designated State or has been the subject of an application for registration in that register, the proviso of subparagraph (a) shall not apply to the exent that the said registration or application relates to the same goods and/or services as are listed in respect of such State in the international registration. However, where the application for registration in the national register was filed less than [*Alternative A*: three] [*Alternative B*: five] years before the international registration date or the recording date of the later designation, as the case may be, the proviso of subparagraph (a) shall apply, but only during the period between such date and the expiration of the [*Alternative A*: third] [*Alternative B*: fifth] year counted from the date on which the said application was filed. The present subparagraph shall also apply where the earlier registration is one effected in the International Register under the Madrid Agreement or the present Treaty.

(c) [*Declaration of Actual Use*] Where one of the conditions of the national law of the designated State referred to in subparagraph (a) consists of a requirement, general in the sense that it is applicable to all marks registered in the national register of marks of that State, that a declaration stating that the mark is or is still in use in that State must be filed with its national Office at certain points in time or in connection with each renewal or other specific event ["routine declaration"], such declaration may in the form prescribed by the national law of that State [or in the form as prescribed in the Regulations] be filed with the International Bureau and shall have the same effect as if it had been filed with the national Office of that State on the date on which it was received by the International Bureau. Such declaration shall be promptly forwarded by the International Bureau to the said national Office. The said effect shall not be denied on the ground that the declaration was not accompanied by any required supporting evidence, or that the evidence accompanying it was insufficient, without the said national Office's giving the owner of the international registration an opportunity to produce or complete before it any required evidence within not less than three months after having notified the said owner or his duly appointed representative that evidence or additional evidence is required. The present subparagraph shall not apply in inter partes and other proceedings in which the requirement is not a general one in the sense indicated above ["ad hoc requirement"].

(d) [*Declaration of Actual Use: Continued*] No requirement referred to in subparagraph (c) shall be applicable prior to the expiration of the time limit referred to in the proviso of subparagraph (a), subject, where applicable, to subparagraph (b).

(4) [*Intent to Use*] (a) Any Contracting State may apply its national law requiring that applicants file a declaration with its national Office to the effect that they intend to use the mark provided that such requirement shall be considered to have been complied with if a declaration in the form specified in the Regulations to the effect that the applicant or owner of an international registration intends to use the mark in that State is contained in the international application or request for the recording of the later designation, as the case may be.

(b) The International Bureau shall, as provided in the Regulations, notify the national Office of any designated State in respect of which a declaration under subparagraph (a) was filed with that Bureau of such declaration.

(5) [*Provisions common to paragraphs (3) and (4)*] Whenever paragraphs (3) and (4) refer to use of the mark by the applicant or the owner of the international registration, use by a person whose use, under the applicable national law, inures to the benefit of the applicant or owner shall be sufficient for invoking the benefits provided for in the said paragraphs.

(6) [*Representation*] No designated State shall require that the applicant or the owner of the international registration be represented by any natural person or legal entity located in that State or that, for the purposes of serving notices on such applicant or owner, an address in that State be indicated, except where the applicant or owner is involved in a proceeding before the national authorities of the said State and, where applicable, after the refusal or notice of possible refusal has been notified by the designated Office to the International Bureau as provided in Article 12(2)(a)(i).

COMMENTS ON ARTICLE 18

Paragraph (1): International registration and renewal being *in lieu of* national registration and renewal, the fees paid under the Treaty and belonging to the designated Offices should compensate them for not collecting national fees.

The fees paid under the Treaty exempt the applicant or owner of the international registration from paying any national fee which otherwise would be due to any national Office for "the obtaining or renewing . . . the effects of such [international] registrations and recordings [under the Treaty] in the said [i.e., the designated] State." The reference to "obtaining" is intended to cover *all* fees leading to registration, that is—depending on the national laws—filing fees, registration fees, grant fees, publication fees, class fees, fees payable in an opposition procedure by the applicant, and any other fees, but, of course, *not* fees payable by the opposer in any opposition proceeding and *not* fees payable by the petitioner in any cancellation proceeding (since these are not fees payable by the

owner of the international registration). The reference to "renewing" is intended to cover *all* fees connected with the prolongation of the registration, that is—depending on the national laws—renewal fees, recording fees, publication fees, and any other fees. In both cases, only fees concerning national Offices are meant, and *not* fees payable by any party in any proceeding before a court or other independent review authority.

Paragraph (2): Some national laws provide that for each different class a separate registration is required, or that each registration may relate to only a given number of goods and/or services (for example, ten). Such provisions could not be held against an international registration. The amount of the fees payable under the Treaty depending, among other things, on the number of classes to which the goods and/or services belong, the fee aspects of the said national laws would be taken care of partly if not always wholly.

Paragraph (3)(a): The national laws of some States provide that a mark must be used before an application concerning it may be filed, or before the registration concerning it may be granted. Some national laws provide that the registration must be cancelled if the mark is not used within a specified period of time. Some national laws provide for the cancellation of marks which have been abandoned and establish a presumption of abandonment when the mark is not used for a specified period and its non-use is not excusable.

Under the Treaty these provisions would also apply—subject to paragraph 3(c)—to marks which are the subject of international reigstration to the same extent as they are applicable to the marks registered nationally in that State, but with an important qualification: *non-use* at any time prior to the expiration of *a certain number of years*—the Draft hesitates between three and five—could not be a ground for refusing the international registration effect, for cancelling it or for otherwise impairing it. The period would count from the international registration date or the recording date of the later designation, as the case may be, that is, from the date which, for the purposes of the interested State, is the "filing date."

As stated in the second sentence of subparagraph (a), even though the national registration effect in a State cannot be refused, cancelled or otherwise impaired on the ground of non-use during the three-year or five-year period, the national law of any Contracting State could provide that any action for infringement may not be started until the owner has commenced use of the mark in that State and any remedy resulting from such action could relate only to the period after the said owner has started use. For example: the owner starts to use the mark as from the second year after the international registration; during the third year after such event, he sues for damages a person who has started to use a similar mark just after the international registration date of his mark and is still using it; the national law may provide that the plaintiff will recover damages only as from the second year.

It goes without saying that provisions of any national law excusing non-use even beyond the three-year or five-year period—for example, because the owner of the mark for a pharmaceutical product cannot use it before the authorization of the health authorities is granted—would remain applicable by virtue of the national treatment provisions of the Paris Convention. Such justified non-use, where it is of relevance, would have to be proved according to the national law of each designated State direct before the competent national authorities of such State, without the intermediary of the International Bureau.

Of course, nothing in the Treaty could prevent the national law of any Contracting State from requiring at any time, from the owner of an international registration, evidence of use in any proceeding where such evidence is relevant or necessary under such national law to overcome a ground *other than non-use* for refusing under Article 12, or cancelling under Article 13, the effects of the international registration as defined in Article 11. For example, if registration is refused or cancelled on the ground that the mark is descriptive (or, in the British law, not distinctive) and that ground, in the given case, can be overcome only where the applicant or owner shows that the mark has acquired a secondary meaning (or, as in the British law, that it has been adapted to distinguish or is capable of distinguishing) by reason of use of the mark, evidence of use could be required, but only to overcome the said ground, which is a ground other than non-use.

Paragraph (3)(b): This provision relates to the situation where a mark has been the subject of a national application or registration and is later the subject of an international registration *cum* designation. The three-year or five-year moratorium would apply only if the national registration took place within the three or five years preceding the international registration or later designation and only for the period between such registration or designation and the end of a three-year or five year period counted from the national filing date.

Paragraph (3)(c): Some national laws require not only that a mark be used but also that the owner of the mark file with the national Office at a certain point in time or from time to time (as fixed in that law) a declaration ("routine declaration") that the mark is (still) used. The Treaty leaves any such requirement intact, subject to two exceptions. One is that such a requirement cannot, obviously, be applied during the three-year or five-year moratorium provided for in paragraph (a) (see subparagraph (d)). The other is that any routine declaration could be filed with the International Bureau rather than the national Office (see the subparagraph under consideration). The question when such routine declarations are due will depend on the national law but the national Office will provide and the International Bureau will publish the necessary information (see Rule 23*bis*.1: Information Concerning Requirements Under Article 18(3)(c)). On the question of the form of the declaration, the Draft hesitates between two solutions. One—*without* the words in brackets—would mean that the declaration must be in the language and in the form prescribed by the national law of the State which the declaration concerns ("national forms"). The other—*with* the words in brackets—would mean that the owner may use either the said national form or an "international form" in the language of the international application. (See Rules 23*bis*.2: National Forms and 23*bis*.3: International Forms.) Both kinds of forms would be put at the disposal of the owner of the international registration, free of charge. In any case, the declaration would be transmitted by the International Bureau to the designated Office. A further advantage provided for is that where evidence is required and does not accompany the declaration (it may accompany it but does not have to do so) or is insufficient, the national Office will give three months for filing or completing such evidence.

It is to be noted that the said facilities apply only to "routine declarations" and not to any declaration which is needed on an ad hoc basis. For example, when non-use is alleged in a cancellation proceeding dealing with a specific mark, in order to overcome such allegation it may well be necessary to make a statement of use. Another example is the declaration of use provided for in the US law as one of the conditions for obtaining incontestability of the owner's right to use the mark: no owner is required to seek such incontestability but, if he wishes to do so, he will, among other things, have to file a declaration alleging continued use for a period of five years subsequent to registration.

Paragraph (3)(d): This provision means that neither general nor ad hoc declarations could be required during the three-year or five-year moratorium.

Paragraph (4)(a): Some national laws provide that at the time a person files an application for the registration of a mark he must have a *bona fide* intent to use the mark in the country and that a declaration to that effect must be filed with the national Office. The requirement for a declaration to be filed with the national Office would be inapplicable or, rather, it would be replaced by a declaration to the same effect filed with the International Bureau. Rules 6.3 (Declaration of Intent To Use the Mark) and 11.2 (Declaration of Intent To Use the Mark) provide for the details where the declaration is made in connection with the international registration or a later designation, as the case may be, and contain a suggested wording for the declaration which would be recognized by all Contracting States. The wording does not include the expression *"bona fide"* since, at least in civil law countries, it goes without saying that a solemn declaration producing legal effects is not a declaration if it is not made in good faith. The substantive requirement of the national law that the intent to use must exist would be left unaffected by the Treaty. Consequently, where the applicant or owner does not, *in fact*, intend to use the mark, the registration effect may be taken away by any designated State requiring intent to use. It may do so notwithstanding the existence of the—false—declaration, and may do so at any time, even before the three-year or five-year period referred to in paragraph (3)(a) expires.

Paragraph (4)(b): See item (iii) of Rule 18.1 (Form of Notifications).

Paragraph (5): This provision means that, in any routine declaration of actual use (paragraph (3)(c)) and in any declaration of intent to use (paragraph (4)(a)), the alleged use may be either direct (that is, by the owner of the international registration or by the applicant, respectively) or indirect (that is, by a person whose use inures to the benefit of such owner or applicant).

Paragraph (6): Since the international application is filed with the International Bureau (see Article 5(2)) and since any notice of possible refusal or refusal under Article 12 is notified to the International Bureau (see Article 12(2)(a)(i)), there is no need for direct contact between the applicant or owner of the international registration and the designated Office. However, once the notice of possible refusal or the refusal has been notified to the said owner and the latter contests it, any further contact between the owner and the national authorities (administrative or judicial) will be direct—since the Treaty does not provide for such contacts through the International Bureau—and for such direct contact the designated Office may wish to require that the owner be represented by a local agent or have an address for service in the State concerned.

ARTICLE 18*bis*

Certain Changes Recorded by National Offices

(1) Where the national Office of any designated State has recorded in its own records any change in respect of any mark which is registered in the International Register of Marks, such Office shall, as provided in the Regulations, promptly notify the International Bureau of such recording unless the said recording has been made pursuant to a notification by the International Bureau to such national Office.

(2) The International Bureau shall, as provided in the Regulations, make the appropriate annotation in the International Register of Marks and publish a notice concerning such annotation.

COMMENTS ON ARTICLE 18*bis*

Paragraph (1): This Article was provisionally given a *"bis"* number in order not to have to change the numbering of the Articles as they appeared in the last series of documents.

The Treaty does not require any Contracting State to enter in its national register marks which, by virtue of the Treaty, have a national registration effect in that State. (Such effect exists by virtue of the Treaty, in particular, under Article 11(2), whether such marks are entered in the national register or not.) But the Treaty does not prohibit the entering of such marks in its national register. If any country chooses to make such entries, that is, to "repeat" the international registration in its national register, it may be that certain changes affecting the mark only in that State will be entered in the national register without the owner's asking for their recording by the International Bureau. For example, ownership of the mark or the list of goods and/or services may change in that State. If such changes are entered in the national register without the owner's asking for them to be recorded in the International Register of Marks, the latter would not reflect them. Such a situation is undesirable since the International Register of Marks would then become incomplete and third parties could not entirely rely on it. It is to avoid this situation that the provision is proposed: any change "directly" entered would have to be promptly communicated to the International Bureau by the national Office, and the International Bureau would reflect it in the International Register of Marks and the International Marks Gazette.

Rule 29*bis* (Changes in the National Register) deals with the procedure.

It is recognized that there is no sanction for the case where the national Office does not comply with the obligation provided for in this paragraph. But since non-compliance would amount to violating an obligation assumed under the Treaty, it is reasonable to expect that the obligation will generally be respected.

Paragraph (2): See Rule 29*bis* (Changes in the National Register).

In certain cases, the change could only with great difficulty be recorded in all its details in the International Bureau, primarily because of language problems (for example, where the change is in the list of goods and/or services). In such cases, probably only the fact that a change has been entered in the national register and an indication of the nature of the change will be all that is practicable for the purposes of international annotation and publication. The details will be regulated in the Administrative Instructions (see Rule 29*bis*.2).

ARTICLE 19

Preservation of Rights Acquired Through National Registration

(1) If, at the international registration date or the recording date of the later designation, as the case may be, the owner of the international registration of a mark owns, in any designated State, a registration of the same mark in the national register of marks ("national registration"), his rights under this Treaty shall be deemed to include all rights, particularly any priority rights, existing under that national registration, and to continue to include them even where the national registration subsequently expires. The foregoing provision shall apply to the extent that the goods and/or services referred to in respect of the said State in the international registration are the same as the goods and/or services referred to in the said national registration.

(2) The applicant or the owner of the international registration of a mark may, as provided in the Regulations, file a declaration alleging that he owns national registrations of the same mark in certain designated States and identifying such registrations and the goods and/or services to which each of them relates. Once the international registration or the recording of the later designation has been effected in respect of the said States, the International Bureau shall record and publish the declaration and shall notify any interested designated Office accordingly, as provided in the Regulations. That Office shall refer to the declaration in the national register of marks in connection with the said national mark.

(3)(a) Where a declaration under paragraph (2) has been notified to the designated Office and the conditions referred to in paragraph (1) are complied with, and to the extent that they are complied with, the effect provided for in Article 11(2), may not, subject to subparagraph (b), be refused under Article 12.

(b) Where, in any designated State, there is more than one national register of marks and the national registration referred to in paragraph (1) exists in a national register which affords less than the highest degree of protection, subparagraph (a) shall apply only if the declaration under paragraph (2) relates to a registration in the same national register.

COMMENTS ON ARTICLE 19

Paragraph (1): This paragraph deals mainly with the situation in which the owner of a mark switches over from protection by virtue of national registration to protection by virtue of international registration *cum* designation under the Treaty. It is essential that he suffer no prejudice because of such switchover, and that is what this provision and paragraph (3) accomplish. The reason for which the owner of a mark may desire such a switchover is that under the Treaty the surveillance of his mark becomes much simpler, and generally also much cheaper, if for no other reason than that renewals valid in a number of States can be made at regular (ten-year) intervals, in one place (the International Bureau), according to a centrally (in the Gazette) publicized fee schedule, by payment in one currency (Swiss) by a single transfer, subject to the simplest single formality (filling in one form), and without the need of any intermediary.

The paragraph provides that the effect of the switchover is that the rights under the national registration are deemed to be included and continue to be deemed to be included in the international registration even if the national registration subsequently expires, in particular because it has not been renewed.

Paragraph (2): As to the declaration, see Rule 6.4 (Declarations Under Articles 19(2) and 20(2)), dealing with declarations relating to international registration and Rule 11.3 (Declarations Under Articles 19(2) and 20(2)), dealing with declarations relating to later designations.

As to recording the declaration, see Rule 3.1 (Keeping of the Register).

As to publishing the declaration, see Rules 17.1(a)(x) (Contents of Publication of International Registrations) and 17.2(a)(vi) (Contents of Publication of Recordings of Later Designations).

As to notifying the declaration, see Rule 18.1 (Form of Notifications [of International Registrations and Recordings of Later Designations]), by virtue of which everything that is published is also separately notified to each interested designated State.

The last sentence of this paragraph provides that the declaration shall be referred to in the *national* register in connection with the national mark on the basis of which the switchover took place. This is important because it means that anybody consulting the national register will be alerted to the fact that mere failure to renew the national registration does not necessarily mean that the protection has ceased.

Paragraph (3)(a): The words "to the extent that they [the conditions referred to in paragraph (1)] are complied with" are intended to emphasize that the provision applies only to the extent to which the goods and/or services listed in the national registration are the same as those which are listed in the international registration.

See also the comments accompanying Article 12(1).

Paragraph (3)(b): This subparagraph deals with the situation contemplated in Article 11(3) (see the comments thereon) and means that, for example, if a person owns a mark registered in the Supplemental Register of the U.S. Patent Office and later switches over to an international registration *cum* designation of the United States of America, such designation shall not be subject to the possibility of refusal only if it is connected with the indication of the Supplemental Register (see Rule 6.5: Option Under Article 11(3)).

ARTICLE 20

Preservation of Rights Acquired Through International Registration Under the Madrid Agreement

(1) If, at the international registration date or the recording date of the later designation, as the case may be, the owner of the international registration of a mark effected under this Treaty owns, in respect of any designated State, an international registration effected under the Madrid Agreement ("Madrid registration"), his rights under this Treaty shall be deemed to include all rights, particularly any priority right, existing under that Madrid registration and to continue to include them even where the Madrid registration subsequently expires. The foregoing provision shall apply to the extent that the goods and/or services referred to in respect of the said State in the international registration under this Treaty are the same as the goods and/or services referred to in respect of the said State in the Madrid registration.

(2) The applicant seeking the international registration of a mark under this Treaty, or the owner of the international registration of a mark under this Treaty, may, as provided in the Regulations, file a declaration alleging that he owns a Madrid registration of the same mark in respect of certain designated States and identifying such registration and the goods and/or services to which such

registration relates in each such State. Once the international registration or the recording of the later designation has been effected in respect of the said States, the International Bureau shall record and publish the declaration and shall notify any interested designated Office accordingly, as provided in the Regulations.

(3) Where a declaration under paragraph (2) has been notified to the designated Office and the conditions referred to in paragraph (1) are complied with, and to the extent that they are complied with, the effect provided for in Article 11(2) may not be refused under Article 12, unless protection under the Madrid Agreement has been refused or as long as refusal under that Agreement is still possible.

COMMENTS ON ARTICLE 20

Paragraphs (1) (2) and (3): This Article has the same content as Article 19, except that it deals with the preservation of rights acquired not through national registration but through international registration under the Madrid Agreement.

Consequently, the comments made in connection with Article 19 apply also to this Article, *mutatis mutandis*.

The switchover is facilitated in certain circumstances through exemption from certain fees (see Rule 9.3: Exemption from Certain Fees).

ARTICLE 20bis

Preservation of the Right To Use the Madrid Agreement

Where any natural person or legal entity has the right to seek international registration under the Madrid Agreement or to renew his or its international registration under that Agreement, such right shall not be affected by this Treaty in any Contracting State party also to the Madrid Agreement.

COMMENTS ON ARTICLE 20bis

Sole paragraph. This Article was provisionally given a "bis" number in order not to have to change the numbering of the Articles as they appeared in the last series of documents.

The proposed Treaty will not replace the Madrid Agreement, not even among States which will be party to both instruments. Where any applicant or owner of a mark is a national or a resident of a State party to both instruments, he will have the freedom to choose and may use, for the purposes of protection in other States that are also party to both instruments, either of the two instruments. The freedom to choose the Madrid Agreement is spelled out in this Article. The freedom to choose the present Treaty—which will be the more recent one—goes without saying.

ARTICLE 21

Regional Marks

(1) The provisions of this Treaty shall also apply, *mutatis mutandis*, where marks have effect, by virtue of a regional treaty, in one or more States under such regional treaty.

(2) The implementation of the principle laid down in paragraph (1) shall be provided for in the Regulations for the purposes of any present or future regional treaty concerning marks.

COMMENTS ON ARTICLE 21

Paragraph (1): The intent of this Article is to provide the possibility of using this Treaty to obtain the effect of a regional mark registration.

Paragraph (2): Rule 32 is reserved for the purpose specified in this paragraph.

However, no draft is proposed for Rule 32 at the present time. Proposals will be made only after consultation in particular with those two regional offices which, for the moment, are the only ones falling under the definition of this paragraph, namely, the African and Malagasy Industrial Property Office (in Yaoundé, Cameroon; commonly called "OAMPI") and the Benelux Trademark Office (in the Hague, Netherlands).

ARTICLE 22

Representation Before the International Bureau

(1) Applicants and owners of international registrations may, as provided in the Regulations, be represented before the International Bureau by any natural person or legal entity empowered by them to that effect (hereinafter referred to as "the duly appointed representative").

(2) Any invitation, notification or other communication addressed by the International Bureau to the duly appointed representative shall have the same effect as if it had been addressed to the applicant or the owner of the international registration. Any application, request, demand, declaration or other document whose signature by the applicant or the owner of the international registration is required in proceedings before the International Bureau, except the document appointing the representative or revoking his appointment, may be signed by his duly appointed representative, and any communication from the duly appointed representative to the International Bureau shall have the same effect as if it had been effected by the applicant or the owner of the international registration.

(3)(a) Where there are several applicants and they have not appointed a common representative as provided in the Regulations, the applicant first named in the international application shall be considered the duly appointed representative of all the applicants.

(b) Where there are several joint owners of an international registration and they have not appointed a common representative as provided in the Regulations, the natural person or legal entity first named among the said owners in the International Register of Marks shall be considered the duly appointed representative of all the joint owners of the international registration.

COMMENTS ON ARTICLE 22

Paragraph (1): See Rules 2.1 (Number of Duly Appointed Representatives), 2.2 (Form of Appointment), 2.3 (Revocation, Lapse, or Renunciation of Appointment).

This provision means that any person may represent an applicant or owner of an international registration before the International Bureau. The representative may be not only a trademark agent or attorney but also one of the employees of the applicant or owner, or any other person, including a legal entity, and no requirements as to professional qualifications may be prescribed. Of course, if and when any act has to be accomplished before a national Office, the national law applicable to that Office will govern and, consequently, it will frequently be necessary that the representative be a qualified trademark attorney or agent residing in the country in which that national Office is located.

Paragraph (2): According to the first sentence, where, for example, the Treaty provides that the International Bureau has to (i) invite the applicant to sign the international application or pay the missing part of the fee (Article 7(2)), (ii) notify the applicant if it declines the international application (Article 7(3)) or if it receives from a designated State a notice of refusal or possible refusal (Article 12(3)(a)), or (iii) notify the owner of the international registration if it rejects a request for changing the list of goods and/or services (Article 15(3)(a)), the said Bureau will send the invitation or notification to the duly appointed representative (rather than the applicant or the owner of the international registration) and thus will have complied with the requirements of the Treaty.

According to the second sentence, the duly appointed representative, instead of the applicant or the owner of the international registration, may, for example, sign the International application, any request for recording a later designation or a change in ownership or a change in the list of goods and/or services, any demand for renewal, any declaration of intent to use, or any declaration of actual use.

Paragraph (3)(a): See Rule 2.1(a), which provides that, if there are several applicants or joint owners of the international registration, they may appoint only one representative. "Joint owners of the international registration" are defined in Article 2(v) as "natural persons or legal entities in whose names the international registration stands for the purposes of the same designated States and the same goods and/or services."

Paragraph (3)(b): See the comments on paragraph (3)(a).

ARTICLE 23

Effect of Priority Claim Contained in International Application or in Request for Later Designation

The effect of any declaration of priority made in the international application or in the request for recording of later designation shall be as provided for in respect of marks in the Paris Convention.

COMMENTS ON ARTICLE 23

Sole Paragraph: The international application or any request for later designation may contain a declaration claiming the priority of one or more earlier applications filed in any country party to the Paris Convention or of one or more earlier filings that are equivalent to regular national filings within the meaning of that Convention (see Articles 5(1)(b) and 6(2)(b)). Rule 6.2 (Claiming of Priority) regulates the details for making the declaration of priority effective in respect of all of the States designated in the international application. Rule 11.1 (Claiming of Priority) provides for the same in respect of any later designated State.

The Paris Convention regulates the effect of the right of priority in Article 4B.

ARTICLE 24

International Application as Possible Basis of Priority Claim

(1) Any international application which is regular shall be equivalent to a regular national filing within the meaning of the Paris Convention and shall be recognized as the basis of a priority claim as provided for in that Convention.

(2) For the purposes of paragraph (1), an international application shall be regarded as regular unless it has been declined by virtue of Article 7(3) and shall be regarded as having been filed on the international registration date.

COMMENTS ON ARTICLE 24

Paragraph (1): This Article makes the international application the possible basis of a priority claim. Since, under the Treaty, international applications may be filed without or before the existence of any national filing (except in the case contemplated in Article 5(3)(i)), international applications will frequently be "first" applications, and it will be useful to invoke their priority in States which cannot be designated (because they are not party to the Treaty) or which, for one reason or another, are not designated although they could be designated.

The Paris Convention provides that "any filing that is equivalent to a regular national filing . . . under . . . multilateral treaties concluded between countries of the Union shall be recognized as giving rise to the right of priority" (Article 4A(2)).

The paragraph under consideration provides that a regular international filing comes within the scope of the quoted provision of the Paris Convention.

Paragraph (2): This paragraph specifies the conditions which an international application must satisfy to constitute a "regular" filing and defines the date of filing.

The provision means in effect that the international filing cannot be regarded as irregular if it has led to an international registration. Any national law may, of course, recognize, for priority purposes, even international applications which have been declined.

ARTICLE 25

Delay in Meeting Time Limits

(1) Any Contracting State shall, as far as that State is concerned, excuse, for reasons admitted under its national law, any delay in meeting any time limit fixed in this Treaty or the Regulations.

(2) Any Contracting State may, as far as that State is concerned, excuse, for reasons other than those admitted under its national law, any delay in meeting any time limit fixed in this Treaty or the Regulations.

(3) Paragraphs (1) and (2) shall not apply to any delay in meeting any time limit provided for in Article 12(2).

COMMENTS ON ARTICLE 25

Paragraph (1): A typical reason for which national laws excuse delays in meeting time limits is *force majeure*. Thus, for example, if, according to the national law of a Contracting State, a postal strike is considered *force majeure* and, because of that strike, the missing signature on a request for the recording of the later designation of that State is furnished after the expiration of the time limit fixed in Article (8)(2), the national Office of that State will, on the request of the owner of the international registration, have to request the International Bureau to proceed with the recording of the designation (see Article 9(2)).

Paragraph (2): If, for example, the delay is not due to *force majeure* but—to modify the example given above—is caused by the late arrival in the mail of the signature, for no apparent reason, the designated State may, if it so wishes, proceed as outlined in the above example.

Paragraph (3): The time limit provided for in Article 12(2) is the time limit for notifying refusals or notices of possible refusals to the International Bureau. Excusing delays in meeting that time limit would mean that the Contracting State would be excusing its own delay. This would seem to be going too far, particularly since it would create uncertainty both for the owner of the mark and for third parties over an indefinite period of time.

CHAPTER II: ADMINISTRATIVE PROVISIONS

ARTICLE 101

Assembly

(1)(a) The Assembly shall consist of the Contracting States.

(b) The Government of each Contracting State shall be represented by one delegate, who may be assisted by alternate delegates, advisors, and experts.

(2)(a) The Assembly shall:

(i) deal with all matters concerning the maintenance and development of the Union and the implementation of this Treaty;

(ii) exercise such rights and perform such tasks as are specially conferred upon it or assigned to it under this Treaty;

(iii) give directions to the Director General concerning the preparation for revision conferences;

(iv) review and approve the reports and activities of the Director General concerning the Union, and give to him all necessary instructions concerning matters within the competence of the Union;

(v) determine the program and adopt the budget of the Union, and approve its final accounts;

(vi) adopt the financial regulations of the Union;

(vii) establish such committees and working groups as it deems appropriate to facilitate the work of the Union and of its organs;

(viii) determine which States other than Contracting States and which intergovernmental and international non-governmental organizations shall be admitted to its meetings as observers;

(ix) take any other appropriate action designed to further the objectives of the Union and perform such other functions as are appropriate under this Treaty.

(b) With respect to matters which are of interest also to other Unions administered by the Organization, the Assembly shall make its decisions after having heard the advice of the Coordination Committee of the Organization.

(3) A delegate may represent, and vote in the name of, one State only.

(4) Each Contracting State shall have one vote.

(5)(a) One-half of the Contracting States shall constitute a quorum.

(b) In the absence of the quorum; the Assembly may make decisions but, with the exception of decisions concerning its own procedure, all such decisions shall take effect only if the quorum and the required majority are attained through voting by correspondence as provided in the Regulations.

(6)(a) Subject to the provisions of Article 103 (5)(f), Article 104(3)(b) and (c), and Article 107(2)(b), the decisions of the Assembly shall require a majority of the votes cast.

(b) Abstentions shall not be considered as votes.

(7)(a) The Assembly shall meet once in every calendar year in ordinary session upon convocation by the Director General, preferably during the same period and at the same place as the Coordination Committee of the Organization.

(b) The Assembly shall meet in extraordinary session upon convocation by the Director General, either on the Director General's own initiative or at the request of one-fourth of the Contracting States.

(8) The Assembly shall adopt its own rules of procedure.

COMMENTS ON ARTICLE 101

Paragraph (1)(a): "The States party to this Treaty" (Article 1(1)) are the Contracting States.

Paragraph (1)(b): See Rule 101.1 (Expenses Born by Governments), according to which the expenses of each Delegation are borne by the Government which the Delegation represents.

Paragraph (2)(a): This paragraph enumerates some of the main tasks of the Assembly. The Assembly is the principal organ of the Union, in which all Contracting States are represented (paragraph (1)(a)) and have equal rights (paragraph (4)). The Draft provides for only one other organ and that is the secretariat, called the "International Bureau," headed by the Director General (see Article 102). The International Bureau is the secretariat of the World Intellectual Property Organisation (WIPO), with headquarters in Geneva, Switzerland (see Article 2). WIPO administers several intellectual property Unions, including the Paris Union, the Madrid Union, and, once it comes into effect, the Union created by the Patent Cooperation Treaty (PCT).

As to the reasons for not proposing the creation of an Executive Committee, see the comments on paragraph (7)(a).

Paragraph (2)(b): The Coordination Committee of WIPO is composed of the members of the Executive Committee of the Paris Union and the members of the Executive Committee of the International (Berne) Union for the Protection of Literary and Artistic Works.

Paragraph (3): In other words, no person can represent two or more member States.

Paragraph (4): This provision ensures equality among the member States.

Paragraph (5)(a): This provision is qualified in subparagraph (b), which provides that decisions can be made also in the absence of a quorum: decisions of a procedural nature made in the absence of a quorum are unconditionally valid, whereas all other decisions made in the absence of a quorum and of the required majority obtained effect after what amounts to a continuation—by correspondence—of the voting.

Paragraph (5)(b): See the comments made in connection with the preceding subparagraph. See also Rule 102.1 (Voting by Correspondence).

Paragraph (6)(a): Article 103(5)(f) deals with the majority required for decisions concerning the working capital fund. Article 104(3)(b) and Article 104(3)(c) deal with the majorities required for amending the Regulations, a matter within the power of the Assembly. The majorities are two-thirds for some provisions and three-fourths for others.

Article 107(2)(b) deals with the majorities required for amending certain provisions (some administrative provisions and the length of the time limit for notifying refusals and warnings) of the Treaty, a matter within the power of the Assembly. The required majority is three-fourths for the said administrative provisions, and unanimity for changing the length of the said time limit.

Paragraph (6)(b): Abstentions, whether explicit or tacit, of delegations represented in the Assembly are, of course, counted in the quorum.

Paragraph (7)(a): Traditionally, the place and the period are Geneva and the end of September/beginning of October.

In some other treaties which are administered by WIPO and which constitute a Union, the Union has not only an Assembly but also an Executive Committee (generally consisting of one quarter of the States members of the Assembly) and that Committee meets once a year and the Assembly once every three years. For the purposes of the present Treaty, the constitution of a body (e.g., an Executive Committee) consisting of some only of the members of the Union is not proposed and it is proposed that the Assembly meet every year. The main reasons for not proposing the establishment of an Executive Committee and for proposing the institution of annual sessions of the Assembly are that the Regulations, including the fees under those Regulations would probably have to be under constant review, that relatively large sums of money would go to the member States through the Union each year, and that those are all matters of equal interest to all member States.

Paragraph (7)(b): The request will be addressed to the Director General, who must then convene the extraordinary session.

Paragraph (8): There are in existence what are called the General Rules of Procedure of WIPO, which the organs of the various Unions usually take as a basis for their own rules of procedure. The latter may, of course, differ from the former in any and every respect which the Assembly sees fit.

ARTICLE 102

International Bureau

(1) The International Bureau shall:

(i) perform the administrative tasks concerning the Union; in particular, it shall perform such tasks as are specially assigned to it under this Treaty or by the Assembly;

(ii) provide the secretariat of revision conferences, of the Assembly, of the committees and working groups established by the Assembly, and of any other meeting convened by the Director General and dealing with matters of concern to the Union.

(2) The Director General shall be the chief executive of the Union and shall represent the Union.

(3) The Director General shall convene any committee and working group established by the Assembly and all other meetings dealing with matters of concern to the Union.

(4)(a) The Director General and any staff member designated by him shall participate, without the right to vote, in all meetings of the Assembly, the committees and working groups established by the assembly, and any other meeting convened by the Director General and dealing with matters of concern to the Union.

(b) The Director General, or a staff member designated by him, shall be ex officio secretary of the Assembly, and of the committees, working groups and other meetings referred to in subparagraph (a).

(5)(a) The Director General shall, in accordance with the directions of the Assembly, make the preparations for revision conferences.

(b) The Director General may consult with intergovernmental and international non-governmental organizations concerning the said preparations.

(c) The Director General and persons designated by him shall take part, without the right to vote, in the discussions at revision conferences.

(d) The Director General, or a staff member designated by him, shall be ex officio secretary of any revision conference.

(6) The Regulations shall specify the services that national Offices shall render in order to assist the International Bureau in carrying out its tasks under this Treaty.

COMMENTS ON ARTICLE 102

Paragraph (1)(i): Among the tasks specially assigned, the most important are the receiving of the international applications, the keeping of the International Register of Marks, the publication of the Gazette, and the notification of national Offices and owners of international registrations.

Paragraph (1)(ii): As to revision conferences, see Article 106(2).

Paragraph (2): A similar provision is included in the "Charters" of all the Unions administered by WIPO.

Paragraph (3): The rules of procedure will contain provisions as to agendas and the length of the period which must be left between the sending of the preparatory documents and the meeting. In one case (Article 107(1)(b)), this period is fixed by the Treaty itself.

Paragraph (4)(a): "Participate" should be understood as meaning that he has the right to be present and the right to speak.

Paragraph (4)(b): The usual tasks of the Secretary are to assist the Chairman and prepare a draft report on the meeting.

Paragraph (5)(a): As to revision conferences, see Article 106(2). "Preparations" mainly consist in making proposals, receiving and distributing any proposals made by member States, convening preparatory meetings and preparing proposals for such meetings.

Paragraph (5)(b): This is a customary provision for all Unions administered by WIPO.

Paragraph (5)(c): "Take apart" should be understood as meaning that they have the right to be present and the right to speak.

Paragraph (5)(d): See the comments made on paragraph (4)(b).

Paragraph (6): Such sources include, for example, furnishing their statistics. Naturally, the services in question would be of the same kind for each national Office.

ARTICLE 103

Finances

(1)(a) The Union shall have a budget.

(b) The budget of the Union shall include the income and expenses proper to the Union, its contribution to the budget of expenses common to the Unions, and any sum made available to the budget of the Conference of the Organization.

(c) Expenses not attributable exclusively to the Union but also to one or more other Unions administered by

the Organization shall be considered as expenses common to the Unions. The share of the Union in such common expenses shall be in proportion to the interest the Union has in them.

(2) The budget of the Union shall be established with due regard to the requirements of coordination with the budgets of the other Unions administered by the Organization.

(3) The budget of the Union shall be financed from the following sources:

(i) fees and other charges due for services rendered by the International Bureau in relation to the Union;
(ii) sale of, or royalties on, the publications of the International Bureau concerning the Union;
(iii) gifts, bequests, and subventions;
(iv) rents, interests, and other miscellaneous income.

(4)(a) The amounts of fees and charges due to the International Bureau and the prices of its publications shall be so fixed that they should, under normal circumstances, be sufficient to cover the expenses of the International Bureau connected with the administration of this Treaty.

(b) If the budget is not adopted before the beginning of a new financial period, it shall be at the same level as the budget of the previous year, as provided in the financial regulations. If the income exceeds the expenses, the difference shall be credited to a reserve fund.

(5)(a) The Union shall have a working capital fund which shall be constituted by a single payment made by each Contracting State. If the fund becomes insufficient, the Assembly shall arrange to increase it. If part of the fund is no longer needed, it shall be reimbursed.

(b) The amount of the initial payment of each Contracting State to the said fund or of its participation shall be proportionate to the number of international applications which, among the total number of such applications, it is estimated that its residents will file. The participations of all Contracting States in the fund may be revised from time to time by the Assembly to make them correspond to the number of international applications actually filed by the residents of the various countries since the date of the initial payments or the last such revision.

(c) The proportion and the terms of payment shall be fixed by the Assembly on the proposal of the Director General and after it has heard the advice of the Coordination Committee of the Organization.

(d) If loans from the reserve fund permit the constitution of a working capital fund that is sufficient, the Assembly may suspend the application of the provisions of subparagraphs (a), (b), and (c).

(e) Any reimbursement under subparagraph (a) shall be proportionate to the amounts paid by each Contracting State, taking into account the dates at which they were paid.

(f) Any decision under subparagraphs (a) to (d) shall require two-thirds of the votes cast.

(6)(a) In the headquarters agreement concluded with the State on the territory of which the Organization has its headquarters, it shall be provided that, whenever the working capital fund is insufficient, such State shall grant advances. The amount of those advances and the conditions on which they are granted shall be the subject of separate agreements, in each case, between such State and the Organization. As long as it remains under the obligation to grant advances, such State shall have an ex officio seat in the Assembly if it is not a Contracting State.

(b) The State referred to in subparagraph (a) and the Organization shall each have the right to denounce the obligation to grant advances, by written notification. Denunciation shall take effect three years after the end of the year in which it has been notified.

(7) The auditing of the accounts shall be effected by one or more of the Contracting States or by external auditors, as provided in the financial regulations. They shall be designated, with their agreement, by the Assembly.

COMMENTS ON ARTICLE 103

Paragraph (1)(a): This provision and most of the others in this Article are identical or almost identical with the "Finances" provisions in the "Charters" of the other Unions administered by WIPO.

Paragraph (1)(b): The main sources of income will be fees and the sale of publications. The main expenses will be for staff salaries and printing. The "sum made available to the budget of the Conference of the Organization" would mainly serve purposes of technical assistance to member States. Similar provisions exist in the "Charters" of the Paris and Berne Unions. Of course, it is for the Assembly to decide whether to make any contribution for the said purpose and, if so, how much.

Paragraph (1)(c): Typical common expenses are those connected with the buildings used by the International Bureau and the staff salaries of such "common services" as the Director General's Office, External Relations, Finances, and Personnel.

Paragraph (2): Such coordination is mainly necessary in connection with the "common expenses."

Paragraph (3): Fees and the sale of publications will represent the greatest part of the income.

Paragraph (4)(a): In other words, the Union should be self-supporting. Consequently, there is no provision for any regular contribution by member States. In other words, any State which becomes party to the Treaty assumes no financial obligations, except, perhaps, that of contributing to a working capital fund. The constitution of such a fund may not, in certain circumstances, take place at all (see paragraph (5)(d)), but, if it does, its amount will be decided by the Assembly (see paragraph (5)(c)). Any contribution will be rather in the nature of a loan since it must be reimbursed if no longer needed (see paragraph (5)(a), last sentence).

The existing Madrid Agreement provides for the yearly distribution, among the member States, of any "profit" of the International Bureau, that is, of any difference between income and expenditure when the former is larger than the latter. The main source of income being fees, such profit means that the fees are set at a higher level than is necessary to make the international registration service self-supporting. The intention of this provision, and, more generally, of the proposed system, is not to make a profit but to fix the fees at the lowest possible safe level to make the service self-supporting. Consequently, there should be no or only an insignificant profit. That is why the present Draft does not provide for distribution of profits, but if there are any, they will be paid into a reserve fund.

Paragraph (4)(b): The financial regulations will be adopted by the Assembly.

Paragraph (5)(a)(b)(c)(d)(e) and (f): See the comments made in connection with paragraph (4)(a).

Paragraph (6): The State in question is Switzerland.

Paragraph (7): The financial regulations will be established by the Assembly.

ARTICLE 104

Regulations

(1)(a) The Regulations under this Treaty provide rules:

(i) concerning matters in respect of which this Treaty expressly refers to the Regulations or expressly provides that they are or shall be prescribed,
(ii) concerning any administrative requirements, matters or procedures,
(iii) concerning any details useful in the implementation of this Treaty.

(b) Furthermore, the Regulations provide for the establishment, under the control of the Assembly, of Administrative Instructions by the Director General.

(2) The Regulations as adopted at the same time as this Treaty are annexed to this Treaty.

(3)(a) The Assembly may amend the Regulations.

(b) Subject to the provisions of subparagraph (c), amendments shall require two-thirds of the votes cast.

(c) The amendment of any provision concerning any of the following matters shall require three-fourths of the votes cast:

(i) the amount of fees paid by applicants or owners of international registrations under this Treaty which are intended for the national Offices of the Contracting States,

(ii) the distribution among the national Offices, and the transfer to them, of the fees referred to in (i), above.

(4)(a) In the case of conflict between the provisions of this Treaty and those of the Regulations or the Administrative Instructions, the provisions of this Treaty shall prevail.

(b) In the case of conflict between the provisions of the Regulations and those of the Administrative Instructions, the provisions of the Regulations shall prevail.

COMMENTS ON ARTICLE 104

Paragraph (1)(a): This provision is intended to define the scope of the Regulations, that is, the matters which they are likely to provide for.

Paragraph (1)(b): See Rule 103 (Administrative Instructions). "Under the control of the Assembly" is implemented by Rule 103.2, which reads as follows: "The Assembly may invite the Director General to modify any provision of the Administrative Instructions, and the Director General shall proceed accordingly."

Paragraph (2): "Annexed to this Treaty" means that the Regulations will be adopted in and by the diplomatic conference which will adopt the Treaty and that the text of the Regulations will be part of the document opened for signature at the end of that conference.

Paragraph (3)(a): This is probably the most important right of the Assembly.

Paragraph (3)(b): Amendment of subparagraph (c) requires three-fourths of the votes cast.

Paragraph (3)(c): The two items in this provision are the only matters in the Treaty or the Regulations which have an effect on the size of the income that each Contracting State will derive from the Treaty.

Paragraph (4)(a) and (b): The hierarchy of the three instruments (Treaty, Regulations, Administrative Instructions) follows that of the three organs (Diplomatic Conference, Assembly, Director General) which adopt them.

ARTICLE 105

Search Service

(1) The International Bureau shall maintain a Service whose task shall be to search for anticipations among marks registered under this Treaty, and, to the extent authorized by the Assembly, other marks as well.

(2) Searches shall be made on request and shall be subject to the payment of fees fixed in the Administrative Instructions. The Service shall be at the disposal of any Government, national Office, other legal entity, or natural person.

(3) The amounts of the fees referred to in paragraph (2) shall be so fixed that they should be sufficient to cover the expenses of the International Bureau connected with the Service.

COMMENTS ON ARTICLE 105

Paragraph (1): Such a search Service for marks registered under the Madrid Agreement exists today and has been in existence for decades. "Anticipations" means identical and similar marks. "Other marks" means marks registered under the Madrid Agreement and marks registered in the national register of marks of any given State. Inclusion in the Service of other marks, however, requires a decision by the Assembly.

Paragraph (2): Search reports are confidential between the requesting party and the International Bureau. They have, of course, no legal effect whatsoever.

Paragraph (3): The fees must make the Service self-supporting since no sources of revenue other than the fees are provided for.

CHAPTER III: REVISION AND AMENDMENT

ARTICLE 106

Revision of the Treaty

(1) This Treaty may be revised from time to time by a special conference of the Contracting States.

(2) The convocation of any revision conference shall be decided by the Assembly.

(3) The provisions referred to in Article 107(1)(a) may be amended either by a revision conference or according to the provisions of Article 107.

COMMENTS ON ARTICLE 106

Paragraph (1): "Special conference" means a diplomatic conference, that is, a conference among Governments represented by delegations having full powers to vote and sign.

Paragraph (2): "Revision conference" means the same as "special conference," the term used in paragraph (1).

Paragraph (3): The provisions referred to in Article 107(1)(a) are certain administrative provisions and the length of the time limit fixed in Article 12(2).

ARTICLE 107

Amendment of Certain Provisions of the Treaty

(1)(a) Proposals for the amendment of the length of the time limit fixed in Article 12(2), or for any amendment to Article 101(5) and (7), 102, 103 and 105, may be initiated by any Contracting State or by the Director General.

(b) Such proposals shall be communicated by the Director General to the Contracting States at least six months in advance of their consideration by the Assembly.

(2)(a) Amendments to the provisions referred to in paragraph (1) shall be adopted by the Assembly.

(b) Adoption shall require three-fourths of the votes cast, provided that adoption of any amendment of the length of the time limit fixed in Article 12(2) shall require that no Contracting State vote against the proposed amendment.

(3)(a) Any amendment to the provisions referred to in paragraph (1) shall enter into force one month after written notifications of acceptance, effected in accordance with their respective constitutional processes, have been received by the Director General from three-fourths of the Contracting States members of the Assembly at the time the Assembly adopted the amendment.

(b) Any amendment to the said Articles thus accepted shall bind all the Contracting States which were Contracting States at the time the amendment was adopted by the Assembly, provided that any amendment increasing the financial obligations of the said Contracting States shall bind only those which have notified their acceptance of such amendment.

(c) Any amendment which has been accepted and which has entered into force in accordance with the provisions of subparagraph (a) shall bind all States which become Contracting States after the date on which the amendment was adopted by the Assembly.

COMMENTS ON ARTICLE 107

Paragraph (1)(a): The time limit fixed in Article 12(2) concerns refusals and notices of possible refusals. As to its length, the Draft contains several alternatives. Since it is believed that changing circumstances may make it desirable to lengthen or shorten those time limits, it is proposed to provide for them an easier procedure than a revision conference. That is why they appear in this provision. This provision follows very closely the Patent Cooperation Treaty (PCT), according to which any time limit fixed in that Treaty may be modified by a unanimous decision of the Assembly (see PCT Article 47(2) and PCT Rule 81). Here, too, unanimity is required (paragraph (2)(b)). But whereas the PCT allows such modification of any time limit fixed therein, the proposed Treaty allows the same modification in respect of one only of the time limits fixed in that Treaty. All other time limits (Articles 14(1)(c)(d), 16(1)(2), 18(3)(a)) can be changed only through a revision conference and any such change would bind only those States which ratify or accept the revised text. In the case of the proposed Treaty, this seems to be indispensable for the very important time limit fixed in Article 18(3)(a), and does not seem to matter as far as those time limits are concerned which it is unlikely to become necessary to change (Articles 14(1)(c)(d) and 16(1)(2)).

Article 101(5) and (7) are the provisions on the quorum in the Assembly and the provision on the times when ordinary and extraordinary sessions of the Assembly meet. Whereas the Stockholm Acts of the Paris Convention (Article 17) and of the Madrid Agreement (Article 13) provide that a qualified majority of the Assembly may amend any provision of that Convention or that Agreement concerning the Assembly, the PCT (Article 61(1)(a)) allows the same procedure only in the case of those provisions concerning the Assembly which deal with the quorum, voting on matters relating to Chapter II (inapplicable here) and the Executive Committee (inapplicable here). The proposed Draft follows the PCT by allowing the said procedure not in the case of all, but only in the case of some, of the provisions concerning the Assembly, namely, as already stated, in the case of the quorum (as in the PCT) and the frequency of the meetings of the Assembly (a matter not relevant in the PCT, which provides for an Executive Committee). The proposed Draft does not follow the Stockholm Act of the Paris Convention because, there,

the role of the Assembly is quite different (it has no regulation-making power); and it does not follow the Stockholm Act of the Madrid Agreement because the expected membership of the proposed Treaty will probably be more like that of the PCT than that of the present Madrid Agreement.

Article 102 deals with the International Bureau. The Stockholm Acts of the Paris Convention (Article 17) and the Madrid Agreement (Article 13), as well as the PCT (Article 61(1)(a)), follow exactly the same pattern.

Article 103 deals with the finances of the Union. The Stockholm Acts of the Paris Convention (Article 17) and the Madrid Agreement (Article 13), as well as the PCT (Article 61(1)(a)), follow exactly the same pattern.

Article 105 deals with the search Service. "Initiated" means "made."

Paragraph (1)(b): This provision is intended to give sufficient time for reflection to the Governments of the Contracting States.

Paragraph (2)(a): As to the required majority, see the following subparagraph.

Paragraph (2)(b): Since the time limit fixed in Article 12(2) is one which national Offices have to respect, it appears to be wise to place it under a unanimity rule.

Paragraph (3)(a): As to States which become Contracting States later, see subparagraph (c).

Paragraph (3)(b): In other words, no Contracting State will be bound by an amendment increasing its financial obligations unless it agrees to be so bound. The only financial obligation provided in the Draft is the obligation to contribute to a working capital fund (see Article 108(5)).

Paragraph (3)(c): As to becoming a Contracting State, see Article 108.

CHAPTER IV: FINAL PROVISIONS

ARTICLE 108

Becoming Party to the Treaty

(1) Any State member of the International Union for the Protection of Industrial Property may become party to this Treaty by:

(i) signature followed by the deposit of an instrument of ratification, or
(ii) deposit of an instrument of accession.

(2) Instruments of ratification or accession shall be deposited with the Director General.

(3)(a) Any instrument of ratification or accession may be accompanied by a declaration to the effect that it shall be considered to have been deposited only when:

(i) another State, or
(ii) either one of two other States, or
(iii) both of two other States,

specified by name, shall have deposited instruments of ratification or accession. The instrument of ratification or accession of any State having made such a declaration shall be considered to have been deposited on the day on which the specified State, or one of the two specified States, or the second specified State, as the case may be, deposits its instrument of ratification or accession.

(b) Any declaration made under subparagraph (a) may be withdrawn at any time or, if it was made in respect of two States in accordance with subparagraph (a)(iii), may be limited to one of them. The instrument of ratification or accession of any State withdrawing its declaration shall be considered to have been deposited on the day on which the withdrawal is notified to the Director General, whereas the instrument of ratification or accession of any State limiting its declaration shall be considered to have been deposited on the day on which the remaining State deposits its instrument of ratification or accession. If the instrument of ratification or accession of the remaining State has already been deposited, the instrument of ratification or accession of the State limiting its declaration shall be considered to have been deposited on the day on which the limitation is notified to the Director General.

COMMENTS ON ARTICLE 108

Paragraph (1): The legal effect of ratification and accession is the same. The difference is merely a terminological one, "ratification" referring to acceptance by a signatory State, and "accession" referring to acceptance by a State which has not signed the Treaty.

Paragraph (2): Such instruments are usually signed by the Head of State.

Paragraph (3)(a): This provision enables any State to say, in effect, that it will become party only if State X, or State X or State Y, or States X and Y, also become party. The provision is not without precedent. Protocol No. 3 of the Universal Copyright Convention, concluded in 1952, is an example of such a precedent.

Paragraph (3)(b): This provision enables any State having said, in effect, that it will become party only if State X also becomes party, to change its mind, which it might well wish to do if, in the meantime, the membership of State X has ceased to be indispensable in the eyes of the State having made the declaration.

ARTICLE 109

Entry Into Force of the Treaty

(1) This Treaty shall enter into force six months after five States have deposited their instruments of ratification or accession.

(2) Any State which is not among those referred to in paragraph (1) shall become bound by this Treaty three months after the date on which it has deposited its instrument of ratification or accession.

COMMENTS ON ARTICLES 109

Paragraph (1): It has been said in the past that any new Treaty on the international registration of marks should come into effect only if certain States not members of the Madrid Union accept it. It is believed that this desire is largely met by Article 108(3)(a). Declarations under that Article and the naming of the same State or States can hold up the entry into force of the Treaty until the said State or States accept it, even if the number of other States runs to dozens.

In other words, the paragraph under consideration, although it speaks of five States does not necessarily mean that when five States have deposited their instruments the Treaty will come into force. The number actually required depends on the influence of the declarations made under Article 108(3)(a): it may be anything between five and any other, possibly much higher number.

Paragraph (2): The time limit of three months is the usual one.

ARTICLE 110

Reservations to the Treaty

No reservations to this Treaty are permitted

COMMENTS ON ARTICLE 110

Sole paragraph: It is now accepted practice of the law of treaties that, when a Treaty does not provide for any possibility of making reservations, it must expressly state the fact in order to avoid any misunderstanding.

ARTICLE 111

Denunciation of the Treaty

(1) Any Contracting State may denounce this Treaty by notification addressed to the Director General.

(2) Denunciation shall take effect one year after the day on which the Director General has received the notification.

(3) The right of denouncing this Treaty provided for in paragraph (1) shall not be exercised by any Contracting State before the expiration of five years from the date on which it becomes bound by this Treaty.

(4)(a) The effects of this Treaty on any mark enjoying the benefits of this Treaty on the day preceding the day on which the denunciation by any Contracting State takes effect shall continue in that State until the expiration of the initial or renewal term which was running on that date.

(b) The same shall apply in Contracting States other than the denouncing State in respect of marks whose international registration is owned by a resident or national of the denouncing State.

(c) The owner of the international registration of a mark may, during the year referred to in paragraph (2),

apply for the registration of the same mark in the national register of marks of any designated State. Such national registration shall, provided the requirements of the national law are complied with, be granted in that State, and the rights of the said owner under such national registration shall be deemed to include all rights, particularly any priority right, existing by reason of the effects of the said international registration in the said State. The foregoing provision shall apply to the extent that the goods and/or services listed in the said application are the same as the goods and/or services referred to in the said international registration in respect of the said State.

COMMENTS ON ARTICLE 111

Paragraph (1): This provision is subject to one exception stated in paragraph (3).

Paragraph (2): This provision is subject to certain qualifications stated in paragraph (4).

Paragraph (3): This provision is intended to give a certain degree of stability to the membership of the Union.

Paragraph (4)(a): This provision is intended to allow a certain period of time for owners of international registrations to look for means of protection other than under the Treaty in the denouncing State.

Paragraph (4)(b): This provision is intended to allow a certain period of time for owners of international registrations who are residents or nationals of the denouncing State to look for means of protection other than under the Treaty in any Contracting State other than the denouncing State.

Paragraph (5)(c): This provision is intended to allow a "switchover" from the International Register of Marks to the national register. In certain respects it parallels the provisions of Article 19.

ARTICLE 112

Signature and Languages of the Treaty

(1) This Treaty shall be signed in a single original in the English and French languages, both texts being equally authentic.

(2) Official texts shall be established by the Director General, after consultation with the interested Governments, in the German, Japanese, Portuguese, Russian and Spanish languages, and such other languages as the Assembly may designate.

(3) This Treaty shall remain open for signature at Vienna until December 31, 1973.

COMMENTS ON ARTICLE 112

Paragraph (1): This provision follows the trend of treaties recently concluded under the aegis of the Paris Convention.

Paragraph (2): The comment made in respect of the preceding paragraph applies also to this paragraph.

Paragraph (3): This provision assumes that the Vienna Diplomatic Conference, now scheduled for May 7 to June 2, 1973, will take place as scheduled and will adopt the Treaty.

ARTICLE 113

Depositary Functions

(1) The original of this Treaty, when no longer open for signature, shall be deposited with the Director General.

(2) The Director General shall transmit two copies, certified by him, of this Treaty to the Governments of the States party to the Paris Convention and, on request, to the Government of any other State.

(3) The Director General shall register this Treaty with the Secretariat of the United Nations.

(4) The Director General shall transmit two copies, certified by him, of any amendment to this Treaty to the Governments of the Contracting States and, on request, to the Government of any other State.

COMMENTS ON ARTICLE 113

Paragraph (1): This provision follows the contemporary trend of treaties recently concluded under the aegis of the Paris Convention.

Paragraph (2): The comment made in respect of the preceding paragraph applies also to this paragraph.

Paragraph (3): Article 102 of the Charter of the United Nations provides for the mandatory registration of treaties with the Secretariat of the United Nations.

Paragraph (4): The comment made in respect of paragraph (1) applies also to this paragraph.

ARTICLE 114

Notifications

The Director General shall notify the Governments of the States party to the Paris Convention of:

(i) signatures under Article 112;

(ii) deposits of instruments of ratification or accession under Article 108(2) and of any declaration accompanying them under Article 108(3)(a) and any withdrawal or limitation of such declarations made under Article 108(3)(b);

(iii) the date of entry into force of this Treaty under Article 109(1) and any amendment under Article 107(3)(a);

(iv) denunciations received under Article 111.

COMMENTS ON ARTICLE 114

Sole paragraph: These notifications are indispensable to keep the interested States officially informed of the status of the Treaty.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Treaty.

DONE at Vienna, on June . . ., 1973.

DRAFT REGULATIONS [TRT/11/2]

UNDER THE TRADEMARK REGISTRATION TREATY

(prepared by the International Bureau)

LIST OF RULES

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Rules Concerning Chapter I

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RULE 1

Abbreviated Expressions

1.1 *"Treaty"*

In these Regulations, the word "Treaty" means the Trademark Registration Treaty.

1.2 *"Chapter" and "Article"*

In these Regulations, the words "Chapter" and "Article" refer to the specified Chapter or Article of the Treaty.

1.3 *"International Classification"*

In these Regulations, "International Classification" means the classification provided for in the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks.

RULES CONCERNING CHAPTER I

RULE 2

Duly Appointed Representatives

2.1 *Number of Duly Appointed Representatives*

(a) Where there are several applicants or joint owners of the international registration, they may appoint only one representative.

(b) Where several natural persons or legal entities have been indicated as representatives by the applicant or applicants, or by the owner or joint owners of the international registration, the natural person or legal entity first mentioned in the document in which they are indicated shall be regarded as the only duly appointed representative.

2.2 *Form of Appointment*

(a) A representative shall be regarded as a "duly appointed representative" if his appointment complies with the prescriptions of paragraphs (b), (d) and (e).

(b) The appointment of any representative shall require:

(i) that his name appear as that of a representative in the international application, in the request or in any other document addressed to the International Bureau, and that such document bear the signature of the applicant or the owner of the international registration, or

(ii) that a separate power of attorney (i.e., a document appointing the representative), signed by the applicant or the owner of the international registration, be filed with the International Bureau.

(c) The signature shall not require any legalization or authentication.

(d) Where there are several applicants or several joint owners of the international registration, the document containing or constituting the appointment shall be signed by all of them.

(e) Any document containing or constituting the appointment of a representative shall indicate his name and his address. Where the representative is a natural person, his name shall be indicated by his family name and given name(s), the family name being indicated before the given name(s). Where the representative is a legal entity (for example, a partnership of trademark lawyers or agents), "name" shall mean the complete official name of the legal entity. The address of the representative shall be indicated in the same manner as that provided for in respect of the applicant in Rule 5.2(c).

(f) Where the appointment does not comply with the requirements referred to in paragraphs (b), (d) and (e), it shall be regarded as non-existent.

2.3 *Revocation, Lapse, or Renunciation of Appointment*

(a) The appointment of any representative may be revoked at any time by the natural person who or legal entity which has appointed that representative. The revocation shall be effective even if only one of the natural persons who or legal entities which have appointed the representative revokes the appointment.

(b) Revocation shall require a written document signed by the natural person or the legal entity referred to in the preceding paragraph. The signature shall not require any legalization or authentication.

(c) The appointment of a representative as provided in Rule 2.2 shall be regarded as the revocation of any earlier appointment of any other representative.

(d) Any representative may renounce his appointment through a notification signed by him and addressed to the International Bureau.

RULE 3

The International Register of Marks

3.1 *Keeping of the Register*

(a) The International Register of Marks shall contain, in respect of each mark registered therein:

(i) all the indications that the applicant or owner of the international registration must or may furnish and has, in fact, furnished and, where relevant, the date on which such indications were received by the International Bureau,

(ii) the amount of all fees received and the date on which they were received by the International Bureau,

(iii) the dates and numbers of all international registrations and recordings,

(iv) any other indication whose recording is provided for by the Treaty and these Regulations.

(b) The Administrative Instructions shall regulate the establishment of the International Register of Marks, and, subject to the Treaty and these Regulations, shall specify the form in which it shall be kept and the procedure which the International Bureau shall follow for inscribing entries and recordings therein and for preserving it from loss or other damage.

RULE 4

Applicants; Owners of International Registrations

4.1 *Several Applicants; Joint Owners of the International Registration*

(a) If there are several applicants, the right to file an international application shall be recognized only if all of them are residents or nationals of Contracting States.

(b) If there are joint owners of an international registration, the right to own such a registration shall be recognized only if all of them are residents or nationals of Contracting States.

4.2 *Certain Associations of Natural Persons or Legal Entities*

Where, under the national law of a Contracting State, a certain type of association of natural persons or legal entities may acquire rights and be the subject of obligations without constituting a legal entity, such association shall be regarded as a legal entity for the purposes of the Treaty and these Regulations.

4.3 *The Same Applicants for All Designated States*

(a) The applicant or applicants shall be the same for the purposes of all the designated States.

(b) Where the international application, as filed, does not indicate the same applicant or applicants for the purposes of all the designated States, that application shall be treated as if only the State first mentioned therein, and any other State for the purposes of which the same applicant or applicants are indicated as for the said first-mentioned State, had been designated.

RULE 5

Mandatory Contents of the International Application

5.1 *Indication that the International Application Is Filed Under the Treaty*

The indication referred to in Article 5(1)(a)(i) shall be worded as follows: "The undersigned requests that the mark herein reproduced be registered in the International Register of Marks established under the Trademark Registration Treaty."

5.2 *Indications Concerning the Applicant*

(a) The applicant's identity shall be indicated by his name. If the applicant is a natural person, his name shall be indicated by his family name and given name(s), the family name being indicated before the given name(s). If the applicant is a legal entity, its name shall be indicated by the full, official designation of the said entity.

(b) The applicant's residence and nationality shall be indicated by the name(s) of the State(s) of which he is a resident and of which he is a national.

(c) The applicant's address shall be indicated in such a way as to satisfy the customary requirements for prompt postal delivery at the indicated address and shall, in any case, consist of all the relevant administrative units up to, and including, the house number, if any. Where the national law of the designated State does not require the indication of the house number, failure to indicate such number shall have no effect in that State. Any telegraphic and teletype address and telephone number that the applicant may have should preferably be indicated. For each applicant, only one address shall be indicated; if several addresses are indicated, only the one first mentioned in the international application shall be considered. Any subsequent change in address shall be recorded on request, free of charge, by the International Bureau.

5.3 *Reproduction of the Mark; Colors, Transliteration and Translation*

(a) Where the mark contains only letters of the Latin alphabet, Arabic or Roman numerals, and punctuation signs usual in connection with the Latin alphabet, and the applicant does not wish to claim any special graphic feature, the mark may be reproduced, for example by typing the letters, numerals and signs, on the sheet itself on

which the international application appears. The use of small letters and capital letters shall be permitted, and shall be followed in the publications of the International Bureau.

(b) In cases other than that referred to above, the mark shall be reproduced on a sheet of paper of A4 size (29.7 cm x 21 cm), separate from the sheet on which the text of the international application appears, and shall be attached to the latter sheet. The reproduction of the mark itself on the separate sheet shall not occupy a space larger than 10 centimeters horizontally and 10 centimeters vertically. [*Alternative A*: The mark may be in one or various colors.] [*Alternative B*: If colors are claimed, the reproduction shall be in black and white and the colors shall be described in words and, where the nature of the mark permits, also by means of the signs of the Heraldic Convention, as specified in the Administrative Instructions.] In any case, the reproduction shall be of a quality admitting of direct reproduction by photography and printing processes.

(c) [*Alternative A*: Any reproduction presented in color shall be reproduced in color in the publications of the International Bureau only if the application contains an express statement to the effect that color is claimed.] [*Alternative B*: If the provisions of paragraph (b) concerning colors are not complied with, no account shall be taken by the International Bureau of the claiming of colors.]

(d) Any reproduction of a three-dimensional object whose shape constitutes or is part of the mark shall be accompanied by an indication to the effect that the mark is a three-dimensional mark.

(e) Marks which cannot, or whose picture cannot, be reproduced by the usual printing processes shall not be the subject of international applications.

(f) Where the mark consists of or contains matter in script other than Latin script or numbers expressed in forms other than Arabic or Roman, the international application shall also contain a transliteration of such matter in Latin script and Arabic numerals; the transliteration shall follow the English pronunciation if the international application is in English, and the French pronunciation if it is in French. If the International Bureau finds that such transliteration is missing and it is equipped to effect the said transliteration itself, it shall proceed accordingly.

(g) If the mark consists of or contains words which are part of the vocabulary of the language of or the language in general use in the country of residence or nationality of the applicant, and where such language is other than English or French, the international application shall contain a translation of such words in the language in which the international application is written. If the International Bureau finds that such translation is missing and it is equipped to effect the translation itself, it shall proceed accordingly.

5.4 List of Goods and/or Services

(a) The goods and/or services concerning which the international registration is applied for shall be expressed in precise terms, and as far as possible in those terms appearing in the alphabetical list of the International Classification. The said terms shall be grouped according to the classes of the International Classification. Each of the said groups shall be preceded by an indication of the number of the class and the various groups shall follow in the numerical order of the corresponding classes.

(b) If the International Bureau finds that the terms used by the applicant do not correspond to the conditions laid down in the first sentence of paragraph (a), it may call this fact to the attention of the applicant.

(c) If the International Bureau finds that the grouping of the goods and/or services does not correspond to the conditions laid down in the second and third sentences of paragraph (a), it shall itself proceed with such grouping.

5.5 Identification of the Designated State or States

(a) Identification of the Contracting State or States shall consist in writing its name, or their names, in the international application in a manner sufficiently clear for the purposes of identification.

(b) Any identification of States which are not Contracting States shall be treated as if such identification had not taken place.

RULE 6

Optional Contents of the International Application

6.1 Naming of a Representative

The international application may indicate a representative.

6.2 Claiming of Priority

(a) The declaration referred to in Article 5(1)(b) shall consist of a statement to the effect that the priority of an earlier application is claimed and shall indicate:

(i) where the earlier application is an application filed for the registration of the mark in the national register of marks of a country, the country in which it was filed; where the earlier application is an international application filed under the Treaty, the State or States designated therein; where the earlier application is an application for a regional mark, the authority with which it was filed and the State or States for which it was filed;
(ii) the date on which the earlier application was filed;
(iii) the number allotted to the earlier application.

(b) If the declaration does not indicate the country, State or States, and the date, referred to in paragraph (a)(i) and (ii), the International Bureau shall treat the declaration as if it had not been made.

(c) If the application number referred to in paragraph (a)(iii) is not indicated in the declaration but is furnished by the owner of the international registration to the International Bureau prior to the expiration of the 10th month from the filing date of the said application, it shall be considered by all States designated prior to the expiration of 6 months counted from the said date to have been furnished in time, and the number so furnished shall be published by the International Bureau.

(d) If the filing date of the earlier application as indicated in the declaration precedes the filing date of the international application by more than 6 months, the International Bureau shall treat the declaration as if it had not been made.

(e) If the statement referred to in Article 5(1)(b) claims the priority of more than one earlier application, the provisions of paragraphs (a) to (d) shall apply to each of them and the statement shall specify which of the earlier applications relate to which of the goods and/or services listed in the international application.

6.3 Declaration of Intent To Use the Mark

(a) Any declaration made under Article 18(4) shall consist of the following statement: "The undersigned applicant declares that (he) (it) intends to use the mark which is the subject of this international application himself (itself) and/or by and through persons authorized by him (it) in commerce with and/or on the territory of . . . [either insert "each of the States designated in this application" or indicate those of the States designated in respect of which the declaration is made] on and/or in

connection with the goods and/or services listed in this application." Blanks shall be filled in by the applicant, as appropriate.

(b) It shall depend on the national law of each designated State whether any declaration to the same effect as but worded differently from the statement in paragraph (a) shall produce the effect provided for in Article 18(4) in that State.

6.4 *Declarations Under Articles 19(2) and 20(2)*

(a) Any declaration made under Article 19(2) or Article 20(2) and relating to one or more States designated in the international application may:

(i) be included in the international application, or
(ii) be filed as a separate document after the filing of the said application.

(b) Where the declaration referred to in paragraph (a) is filed under Article 19(2), it shall:

(i) specify the designated State or States in respect of which it is made,
(ii) contain the allegation that the applicant owns national registrations of the same mark in the said State or States,
(iii) indicate, in respect of each such national registration, its number and the goods and/or services to which it relates,
(iv) if the said declaration is filed as a separate document, identify the international application by attaching a copy thereof or, where international registration has already been granted, by indicating the international registration number.

(c) Where the declaration referred to in paragraph (a) is filed under Article 20(2), it shall:

(i) specify the designated State or States in respect of which it is made,
(ii) contain the allegation that the applicant seeking the international registration of the mark under the Treaty owns an international registration of the same mark under the Madrid Agreement ("Madrid registration") in respect of the said State or States,
(iii) indicate the number of the Madrid registration and, in respect of each of the said States, the goods and/or services to which such registration applies,
(iv) if the said declaration is filed as a separate document, identify the international application by attaching a copy thereof or, where international registration has already been granted, by indicating the international registration number.

6.5 *Option Under Article 11(3)*

The indication referred to in Article 11(3) shall be effected by identifying the appropriate national register (for example, "Supplemental Register" or "Part B Register").

6.6 *Trade or Business of the Applicant*

The applicant may indicate in the international application the trade or business in which he is engaged.

6.7 *"Marque collective"*

(a) Where the mark which is the subject of the international application is presented as a *"marque collective,"* the international application shall contain the appropriate indication.

(b) The term *"marque collective"* includes certification marks.

[NOTE: If this Rule is maintained, Article 18 will have to be completed to permit designated States to require the filing of supporting documents.]

RULE 7

Language of International Applications, Requests for Recording of Later Designations, Registrations, Recordings, Notifications, and Correspondence

7.1 *Language of the International Application*

The international application shall be in the English or in the French language.

7.2 *Language of the Request for Recording of Later Designations*

The request for the recording of any later designation shall be in the same language as that in which the international application was filed.

7.3 *Language of Registrations, Recordings, Notifications, Correspondence*

(a) Registrations, recordings and notifications by the International Bureau shall be in the same language as that in which the international application was filed.

(b) Correspondence between the International Bureau and the applicant or the owner of the international registration, or his duly appointed representative, shall be in the same language as that in which the international application was filed.

(c) Notifications by the national Offices to the International Bureau, and letters or other written communications from the national Offices to the International Bureau, shall be in the English or in the French language, it being understood that copies of papers filed by a third party in the case of an opposition procedure attached to any notice of possible refusal shall be in the original language of such papers.

(d) Where the International Bureau is under the obligation to forward to the applicant any of the communications referred to in paragraph (c), it shall forward them in the language in which it received them.

RULE 8

Form of the International Application

8.1 *Printed Forms*

(a) The international application shall be made on a printed form furnished free of charge, on request, by the International Bureau to prospective applicants, attorneys, patent or trademark agents, and the national Offices.

(b) The form shall be filled in preferably by typewriter and shall be easily legible.

8.2 *Copies; Signature*

(a) The international application, including the reproduction of the mark and any attachments, shall be filed in one copy.

(b) The international application shall be signed by the applicant.

(c) Where the applicant is a legal entity, the name of the legal entity shall be indicated in the place reserved for signatures and shall be accompanied by the signature or signatures of the natural person (persons) who is (are), according to the national law of the country under whose law the legal entity was established, entitled to sign for such legal entity.

8.3 *No Additional Matter*

(a) The international application shall not contain any matter and shall not be accompanied by any document other than those prescribed or permitted by the Treaty and these Regulations.

(b) If the international application contains matter other than that prescribed or permitted, the International Bureau shall delete it ex officio; and if it is accompanied

by any document other than those prescribed or permitted, the International Bureau shall treat it as if it had not been transmitted to it.

RULE 9

Fees Payable With the Filing of the International Application

9.1[A] *Fees Payable in Any Case (Alternative A)*

(a) The fees payable with the international application shall be the following:

(i) a basic fee,
(ii) as many designation fees as there are designated States,
(iii) as many class fees as there are classes to which the goods and/or services listed in the international application belong according to the International Classification [*Sub-alternative*: multiplied by the number of designated States].

(b) The amount of each of the said fees is indicated in the Table of Fees.

9.1[B] *Fees Payable in Any Case (Alternative B)*

(a) The fees payable with the international application shall be the following:

(i) an international fee,
(ii) State fees for every designated State.

(b) The amount of the international fee is indicated in the Table of Fees.

(c) The amounts of the State fees concerning the various Contracting States shall be published by the International Bureau each year in the month of August. The amounts so published shall be applicable as the State fees from January 1 to December 31 of the year following the year in which they are published.

(d) Each Contracting State shall, subject to the following provisions, be free to determine the amount of the State fee applicable to it:

(i) Each Contracting State shall communicate the amount in Swiss francs of the State fee to the International Bureau each year before the end of the month of June. If the said communication is not made within the said time limit, the amount last communicated shall remain applicable.
(ii) The amount of the State fee may vary only according to the number of classes to which the goods and/or services listed in the international application belong according to the International Classification. For each class, the fee shall be the same.
(iii) The amount of the State fee shall not exceed the total amount of [*Sub-alternative*: 75% of] any filing, registration, publication or class fees which would be payable if the application were an application for registration in the national register of marks.

9.2 *Fees Payable in the Case of Certain Defects in the International Application (Both Alternatives)*

(a) If the International Bureau finds that the requirement of transliteration or translation contained in Rule 5.3(f) and (g) has not been complied with, or that the requirement of proper grouping of the goods and/or services contained in Rule 5.4(b) has not been complied with, it may charge the applicant a "transliteration fee," a "translation fee," or a "classification fee," as the case may be.

(b) If the indication of the applicant's trade or business exceeds twenty words, the International Bureau may charge the applicant a fee.

(c) The amounts of the fees referred to in paragraphs (a) and (b) are indicated in the Table of Fees.

9.3 *Exemption from Certain Fees*

Where the owner of the international registration of a mark registered under the Madrid Agreement for certain goods and/or services applies for the international registration of the same mark for the same goods and/or services under the Treaty at least five years before the expiration of the then current term of protection under the Madrid Agreement and files a declaration under Article 20(2), he shall be exempt from [*Alternative A:* the designation fee] [*Alternative B:* the State fee] in respect of any Contracting State in which his mark is then protected by virtue of the Madrid Agreement.

RULE 10

Mandatory Contents of the Request For Recording of Later Designation

10.1 *Indication that the Request Is for Recording of Later Designation*

The indication referred to in Article 6(2)(a)(i) shall be worded as follows: "The undersigned applicant/owner of the international registration requests the recording in the International Register of Marks of the following later designation made under the Trademark Registration Treaty."

10.2 *Indications Concerning the Applicant or the Owner of the International Registration*

The provisions of Rule 5.2 shall also apply, *mutatis mutandis*, in the case of Article 6(2)(a)(ii).

10.3 *Identification of the International Application or International Registration*

(a) The international application shall be identified by a copy of the same and the date on which it was filed with or mailed to the International Bureau.

(b) The international registration shall be identified by its international registration number and date.

10.4 *Identification of the Later Designated State*

The provisions of Rule 5.5 shall also apply, *mutatis mutandis*, in the case of Article 6(2)(a)(iv).

RULE 11

Optional Contents of the Request for Recording of Later Designation

11.1 *Claiming of Priority*

Rule 6.2 shall apply also to the declaration referred to in Article 6(2)(b), provided that any reference in Rule 6.2(c) and (d) to the filing date of the international application shall be construed as a reference to the filing date of the request for recording a later designation.

11.2 *Declaration of Intent To Use the Mark*

(a) Any declaration made under Article 13(4) shall consist of the following statement: "The undersigned applicant/owner of the international registration intends to use the mark which is the subject of the international application/international registration to which this request relates himself (itself) and/or through persons authorized by him (it) in commerce with and/or on the territory of the State designated herein on and/or in connection with the goods and/or services listed in this request."

(b) It shall depend on the national law of each designated State whether any declaration to the same effect as but worded differently from the statement in paragraph (a) shall produce the effect provided for in Article 18(4) in that State.

11.3 *Declaration Under Articles 19(2) and 20(2)*

(a) Any declaration made under Articles 19(2) and 20(2) and relating to one or more States which are the subject of a later designation shall be included in the request for recording such designation or be filed as a separate document after the filing of the said request.

(b) The declaration shall contain the indications provided for in Rule 6.4(b) or (c), as the case may be.

11.4 *List of Goods and/or Services*

Where the applicant or owner of the international registration wishes to indicate a list of goods and/or services more limited than the list which was included in the international application or which was published with the international registration, he shall set out, in his request, the more limited list, presented in a form which conforms with the concept of limitation as defined in Rule 22.2, or, if paragraph (c) of the said Rule is applicable, he shall set forth the more limited list in conformity with the decision of the national Office, or other competent authority of the later designated State, and shall attach to the request the indications concerning such decision specified in Rule 22.1(a)(v).

11.5 *Option Under Article 11(3)*

The indication referred to in Article 11(3) shall be effected by identifying the appropriate national register (for example, "Supplemental Register" or "Part B Register").

RULE 12

Form of the Request for Recording of Later Designation

12.1 *Printed Forms*

(a) The request referred to in Article 6(2)(c) shall be made on a printed form furnished free of charge, on request, by the International Bureau to applicants, owners of international registrations, attorneys, patent or trademark agents, and the national Offices.

(b) The form shall be filled in preferably by typewriter and shall be easily legible.

12.2 *Copies; Signature*

(a) The request referred to in Article 6(2)(c) and any attachments thereto shall be filed in one copy.

(b) The request shall be signed by the applicant.

12.3 *No Additional Matter*

Rule 8.3 shall also apply to requests for recording later designations.

RULE 13

Fees Payable With the Request for Recording of Later Designation

13.1 [A] *Later Designation Fees (Alternative A)*

(a) The fees referred to in Article 6(2)(c) shall, for each later designation, be the following:

(i) a basic later designation fee,

(ii) a designation fee [*Sub-alternative*: and as many class fees as there are classes to which the goods and/or services listed in respect of the designated State belong according to the International Classification].

(b) The amount of the fees referred to in paragraph (a)(i) is indicated in the Table of Fees. The amount of the fee referred to in paragraph (a)(ii) is the same as that of the fee referred to in Rule 9.1[A](a)(ii).

13.1[B] *Later Designation Fees (Alternative B)*

(a) The fees payable with the request for the later designation of any Contracting State shall be the following:

(i) an international later designation fee,

(ii) the State fee applicable to the designated State.

(b) The amount of the international later designation fee is indicated in the Table of Fees.

(c) The State fee shall be the same as that referred to in Rule 9.1[B](a)(ii).

13.2 *Exemption from Certain Fees (Both Alternatives)*

The provisions of Rule 9.3 shall, *mutatis mutandis*, also apply in connection with the fee [*Sub-alternative*: fees] referred to in Rule 13.1[A](a)(ii).

RULE 14

Defects in the International Application

14.1 *Time Limit Under Article 7(2)*

The time limit under Article 7(2) shall be 1 month from the date of the registered letter from the International Bureau containing the invitation to sign the application or to pay the fees or the missing part of the fees.

14.2 *Minimum Amount Under Article 7(2)*

The minimum amount referred to in Article 7(2) shall be an amount equivalent at least to the total amount of [*Alternative A*: the basic fee, one designation fee and one class fee, referred to in Rule 9.1[A](a)] [*Alternative B*: the international fee and that State fee which, among the State fees of all the designated States, is the lowest].

14.3 *Calling Attention to Defects Other Than Those Referred to in Article 7(2)*

Where any international application has any defect other than those referred to in Article 7(2), the International Bureau may call it to the attention of the applicant.

14.4 *Notification, and Reimbursement of Certain Fees, Under Article 7(3)*

Where, under Article 7(3), the International Bureau declines the international application, it shall notify the applicant by registered letter stating the reasons for declining and shall reimburse to him those [*Alternative A*: designation fees and class fees referred to in Rule 9.1[A](a)(ii) and (iii)] [*Alternative B*: State fees referred to in Rule 9.1[B](a)(ii)] which he has paid.

[14.5 *Non-Compliance With Certain Provisions of National Laws*

The International Bureau shall not take note of any lack of compliance with possible provisions of national laws referred to in Article 5(3).]

RULE 15

Defects in the Request for Recording of Later Designation

15.1 *Time Limit Under Article 8(2)*

The time limit under Article 8(2) shall be 1 month from the date of the registered letter from the International Bureau containing the invitation to conform with the concept of limitation, sign the request, or pay the fees or the missing part thereof.

15.2 *Minimum Amount Under Article 8(2)*

The minimum amount referred to in Article 8(2) shall be an amount equivalent at least to [*Alternative A*: the

basic later designation fee] [*Alternative B*: the international later designation fee].

15.3 *Calling Attention to Defects Other Than Those Referred to in Article 8(2)*

Where any request for the recording of a later designation has any defect other than those referred to in Article 8(2), the International Bureau may call it to the attention of the applicant or owner of the international registration.

15.4 *Notification, and Reimbursement of Certain Fees, Under Article 8(3)*

Where, under Article 8(3), the International Bureau declines the request for the recording of the later designation, it shall notify the applicant or owner of the international registration by registered letter stating the reasons for declining and shall reimburse to him [*Alternative A*: the designation fee referred to in Rule 13.1[A](a)(ii)] [*Alternative B*: the State fee referred to in Rule 13.1[B](a)(ii)] to the extent to which he has paid it.

[15.5 *Non-Compliance With Certain Provisions of National Laws*

The International Bureau shall not take note of any lack of compliance with possible provisions of national laws referred to in Article 6(3).]

RULE 16

Procedure Where Avoiding the Effect of Declining Is Sought

16.1 *Time Limit Under Article 9(1)*

The time limit referred to in Article 9(1) shall be 3 months from the date of the notification referred to under Rule 14.4, or Rule 15.4, as the case may be.

16.2 *Recording and Publication Under Article 9(1)*

(a) The fact of having received a copy of a petition under Article 9(1) shall be recorded by recording the subject of the petition, the name of the national Office to which it appears to be addressed, and the date on which the said copy was received.

(b) The information to be published under Article 9(1) shall indicate the international registration number of the mark, the name of the State to whose national Office the petition appears to have been addressed, and the date on which the copy of the petition was received by the International Bureau.

16.3 *Notification of National Offices Under Article 9(1)*

On the request of the applicant, the International Bureau shall send to each interested national Office a copy of the file of the declined international application or declined request for recording of later designation, together with a memorandum setting out the reasons for and the various steps leading to the declining of the said application or request.

RULE 17

Publication of International Registrations and Recordings of Later Designations

17.1 *Contents of Publication of International Registrations*

(a) The publication of any international registration shall contain:

(i) the name and address of the applicant together with any indication of his trade or business and, if he bases his right to file international applications on his residence in, or his nationality of, a State other than that in which he has his address, the name of the State of his residence or nationality, as the case may be,
(ii) the reproduction of the mark, together with any transliteration, translation, [or description of color or colors,]
(iii) the list of goods and/or services,
(iv) the names of the designated States,
(v) the international registration date,
(vi) the international registration number,
(vii) where the priority of one or more earlier applications is claimed, the date of filing and the number (if available) of such applications, and the name of the country or countries in which or for which they were filed,
(viii) where appropriate, an indication that the mark is a *marque collective*,
(ix) any indication under Article 11(3),
(x) any declaration under Articles 19(2) and 20(2).

(b) The international registration number shall be a single serial number, followed by an oblique stroke and a zero.

17.2 *Contents of Publication of Recordings of Later Designations*

(a) The publication of any recording of a later designation shall contain:

(i) the international later designation number,
(ii) the date of the recording of the later designation,
(iii) the name of the later designated State,
(iv) if, for the purposes of the later designated State, the list of goods and/or services is more limited than the list of goods and/or services which was published with the international registration, the more limited list,
(v) any indication under Article 11(3),
(vi) any declaration under Articles 19(2) and 20(2).

(b) The international later designation number shall consist of the international registration number of the international registration to which the later designation refers, followed by an oblique stroke and a number indicating the original number of the later designation in question among all the later designations referring to the same international registration.

(c) Where the recording of the later designation was effected sufficiently prior to the date of publication of the international registration to be practical to do so, the said publication shall, itself, contain the elements indicated in paragraph (a)(ii), (iii), (iv), (v) and (vi), and the number of the said publication shall consist of the number referred to in Rule 17.1(b) and the number or numbers referred to in paragraph (b).

RULE 18

Notification of International Registrations and Recordings of Later Designations

18.1 *Form of Notifications*

The notification referred to in Article 10(2) shall be effected separately for each national Office and shall consist of:

(i) a list of the international registration numbers and the international later designation numbers of the international registrations and recordings of later designations in which the State of the said Office has been designated,
(ii) separate reprints made of the publication by the International Bureau of each international registration referred to in the said list,

(iii) a copy of the international application or the request for the recording of later designation if it contains a declaration of intent to use made under Article 18(4).

18.2 *Frequency of Notifications*

The notification shall be effected on the same day as that on which the issue of the Gazette is published which contains the matter from which the reprints referred to in Rule 18.1 are made.

RULE 19

Refusals; Notices of Possible Refusal

19.1 *Notifying the International Bureau; Reasons*

(a) Any notification under Article 12(2) shall be sent in one copy, preferably on a form furnished free of charge by the International Bureau to the national Office of each Contracting State. The notification shall, in any case, contain:

(i) the international registration number of the international registration, or the international later designation number of the later designation, as the case may be, to which the refusal or the notice of possible refusal relates,
(ii) the name of the owner of the said international registration,
(iii) an indication as to whether the notification is that of a refusal or of a notice of possible refusal,
(iv) if it relates to some only of the goods and/or services listed, identification of those to which it relates,
(v) the reasons referred to in Article 12(2)(a)(ii) and (iii), together with a reproduction of any mark cited in the notification and not reproduced therein, and, when the notice of possible refusal specifies the reasons by reference to the opposition of a third party, a copy of any document filed by the opposing party in which the said reasons are specified,
(vi) an indication as to whether any remedy is available, and if so with which authority it has to be sought and within what time limit.

(b) The form referred to in paragraph (a) shall be prepared separately for each Contracting State, in collaboration with its national Office. It shall list the more common of the reasons for refusal with a reference to the pertinent provisions of the national law so that, wherever possible, such reasons may be specified by marking the applicable items of the list. The form shall contain a space reserved for specifying any other reasons and for other possible indications.

19.2 *Notifying the Owner of the International Registration*

(a) The notification referred to in Article 12(3)(a) shall indicate the date on which any notification made under Article 12(2) was received by the International Bureau and shall include a copy thereof.

(b) The International Bureau shall effect any notification referred to in Article 12(3)(a) promptly after the receipt of the notification referred to in Article 12(2).

19.3 *Notification and Recording of Final Decisions of Refusal; Cancellation of the Designation, and Publication of the Cancellation*

(a) The notification to be effected by the national Office under Article 12(4)(a) shall be effected promptly after the date on which the decision of refusal becomes final. The notification shall contain:

(i) the indications referred to in Rule 19.1(a)(i) and (ii);
(ii) the reasons given in the decision;
(iii) if the notification relates to some only of the goods and/or services listed, identification of those to which it relates;
(iv) the name of the authority which pronounced the decision, the number, if any, and the date of such decision, and
(v) the date on which the decision became final.

(b) The notification to be effected by the International Bureau under Article 12(4)(a) shall be effected as soon as possible and shall include a copy of the notification referred to in paragraph (a).

(c) The details of the recording referred to in Article 12(4)(a) shall be provided in the Administrative Instructions.

(d) The publication referred to in Article 12(4)(a) shall be effected promptly and shall consist of the indications contained in the notification referred to in paragraph (a), as well as the name of the State whose authorities have pronounced the final decision of refusal.

19.4 *Notification Where Final Decision Results in Acceptance of the Effect Provided for in Article 11(2)*

The notification under Article 12(4)(b) shall be effected promptly after the final disposal of the case and shall consist of a statement to the effect that the notice of possible refusal or the refusal is withdrawn, the indications referred to in Rule 19.1(a)(i) and (ii), the number, if any, and the date of the decision, and the date on which the decision became final.

19.5 *Belated Notifications*

If any notification referred to in Article 12(2) is received by the International Bureau after the expiration of the time limit fixed in that provision, the International Bureau shall inform accordingly the national Office which effected the notification and shall treat such notification as if it had not been effected.

RULE 20

Final Decisions of Cancellation

20.1 *Notification and Recording of Final Decisions of Cancellation; Cancellation of the Designation, and Publication of the Cancellation*

(a) The notification referred to in Article 13(2) shall be effected promptly after the date on which the decision of cancellation becomes final. The notification shall contain:

(i) the international registration number of the international registration, or the international later designation number of the later designation, as the case may be, to which the final decision of cancellation relates,
(ii) the name of the owner of the said international registration,
(iii) if the final decision relates to some only of the goods and/or services listed, identification of those to which it relates,
(iv) the name of the authority which pronounced the final decision,
(v) the number, if any, and the date of such decision,
(vi) the date on which the decision became final.

(b) The details of the recording referred to in Article 13(2) shall be provided in the Administrative Instructions.

(c) The publication referred to in Article 13(2) shall be effected promptly and shall consist of the indications contained in the notification referred to in paragraph (a), as well as the name of the State whose authorities have pronounced the final decision of cancellation.

RULE 21

Recording of Changes in Ownership

21.1 *Request for Recording of Change in Ownership*

(a) The request for recording referred to in Article 14(1)(a) shall indicate its purpose and contain:

(i) the name of the owner of the international registration,
(ii) the name, residence, nationality, and address, of the new owner, in the manner provided for indications to be furnished in respect of applicants,
(iii) the international registration number,
(iv) if the change in ownership relates to some only of the designated States, identification of those States to which it relates,
(v) if the change in ownership relates to some only of the goods and/or services listed in the international registration, a list of those of such goods and/or services to which it relates.

(b) The request shall be signed by the natural person or legal entity whose name appears in the International Register of Marks as the owner of the international registration or, if that person is dead or incapacitated, or—in the case of a legal entity—if it is dissolved or incapacitated, by his (its) successor in title or a person entitled to act for him or his estate. When the request is signed by the said successor in title or other person, it shall indicate his address and contain a statement of the reasons for which the owner of the international registration cannot sign it and for which the person signing is entitled to do so.

(c) The amount of the fee referred to in Article 14(3) is indicated in the Table of Fees.

21.2 *Procedure Where New Owner Is Entitled To File International Applications*

(a) Where the new owner is a natural person or legal entity entitled to file international applications and the request complies with the prescribed requirements, the International Bureau shall record the change in the ownership of the international registration as a whole or in respect of the designated States or goods and/or services specified in the request, as the case may be. If the request does not comply with the prescribed requirements, the International Bureau shall reject it and shall notify the owner of the international registration accordingly.

(b) The publication and the notifications referred to in Article 14(3) shall contain the indications referred to in Rule 21.1(a) and the date of the recording. All notifications shall bear the same date and shall be transmitted on the same day. Where the request referred to in Article 14(1)(a) was signed by a person other than the person whose name appears in the International Register of Marks as the owner of the international registration, this fact as well as the name of that other person, together with an indication of the capacity in which he signed, shall also be indicated in the said publication and notifications.

21.3 *Procedure Where New Owner Is Not Entitled To File International Applications*

(a) Where the new owner is a person (natural person or legal entity) not entitled to file international applications, the International Bureau shall not proceed to effect the requested recording but shall merely record the fact that, for the reason stated, the International Register of Marks is, subject to the last part of Article 14(1)(c), closed in respect of the international registration in question, or in respect of the designated States or goods and/or services specified in the request, as the case may be.

(b) The recording of the fact referred to in paragraph (a) shall be published by the International Bureau. Further details of the procedure are provided in the Administrative Instructions.

21.4 *Notification of Refusal; Recording and Publication*

The notification, recording and publication provided for in Article 14(4)(b) shall refer to the fact of the refusal, identify the State whose authorities pronounced the refusal, and contain:

(i) the name of the owner of the international registration,
(ii) the name of the purported new owner,
(iii) the international registration number,
(iv) a brief indication of the reasons for the refusal,
(v) the identification of the publication referred to in Article 14(3) which is the subject of the refusal.

RULE 22

Recording of Limitations of the List of Goods and/or Services

22.1 *Request for Recording of Limitation of the List*

(a) The request for recording referred to in Article 15(1) shall indicate its purpose and contain:

(i) the name of the owner of the international registration,
(ii) the international registration number,
(iii) the desired limitation of the list of goods and/or services,
(iv) if the request relates to some only of the designated States, identification of those States to which it relates,
(v) if the request relates to one only of the designated States and conforms with a decision of the national Office or other competent authority of such State concerning the international registration, a certified copy of such decision and, if the decision is in a language other than English or French, a certified translation of such decision.

(b) The request shall be signed by the owner of the international registration.

(c) The amount of the fee referred to in Article 15(2) is indicated in the Table of Fees.

22.2 *Concept of Limitation*

(a) Subject to paragraph (c), any request under Article 15 shall be regarded as conforming with the concept of limitation if it is presented in either of the following forms:

(i) it asks for the deletion of one or more terms in the list of goods and/or services,
(ii) it asks for the insertion of one or more words, linked to the existing term by words (such as "except") which, from the point of view of syntax, make it clear that the inserted word or words are meant to be excluded from the existing term (for example, *milk products* (existing term) *except* (linking word) *condensed milk* (inserted words)),
(iii) it asks for the insertion of one or more words linked to the existing term by words (such as "provided that") from the point of view of syntax, make it clear that the inserted words are covered by the existing term (for example, *shoes* (inserted word) *provided that they are* (linking words) *rubber articles* (existing term)).

(b) Unless the limitation is presented in one of the forms described in paragraph (a), it shall not, subject to paragraph (c), be regarded as conforming with the concept of limitation, however clear it may be that, in the ordinary sense of the word, there is a limitation (for example, replacing the term "milk product" by "cheese").

(c) Paragraphs (a) and (b) shall not apply in the case contemplated under Rule 22.1(a)(v).

22.3 *Recording, Publication, and Notification, of Limitation of the List*

(a) If the request complies with the prescribed requirements, the International Bureau shall record the indications referred to in Rule 22.1(a) and the date on which the request was received. If the request does not comply with the prescribed requirements, the International Bureau shall decline the recording of the limitation and shall notify the owner of the international registration accordingly.

(b) The publication and the notification referred to in Article 15(2) shall contain the indications referred to in Rule 22.1(a) and the date of the recording.

22.4 *Declining the Recording of Limitation of the List*

The notification referred to in Article 15(3)(a) shall include the reasons for declining the recording of the limitation of the list of goods and/or services.

22.5 *Time Limit Under Article 15(3)(b)*

The time limit referred to in Article 15(3)(b) shall be 3 months from the date of the notification referred to in Article 15(3)(a).

22.6 *Non-Admission by Designated State*

(a) The notification referred to in Article 15(4) shall consist in indicating the recording to which it refers and the fact and date of the finding.

(b) The annotation and publication referred to in Article 15(4) shall contain the indications mentioned in paragraph (a).

(c) The details of the procedure concerning paragraphs (a) and (b) shall be provided in the Administrative Instructions.

RULE 23

Renewal

23.1 *Reminder by the International Bureau*

The International Bureau shall send a letter to the owner of the international registration before the expiration of the term, initial or renewal (as the case may be), which is in effect, reminding him that such term is about to expire. Further details concerning the contents of the reminder shall be provided in the Administrative Instructions. The reminder shall be sent from 6 to 3 months prior to the expiration date. Failure to send or receive the reminder, or the fact of sending or receiving it outside the said period, shall not affect the expiration date.

23.2 *Demand for Renewal*

(a) The demand for renewal referred to in Article 16(3) shall preferably be made on a printed form furnished free of charge by the International Bureau together with the reminder referred to in Rule 23.1. The demand shall, in any case, indicate its purpose and contain:

(i) the name of the owner of the international registration, his residence and nationality, and his address,
(ii) the international registration number,
(iii) if the demand relates to some only of the designated States for the purposes of which the person presenting the demand is the owner of the international registration, the identification of those States to which the demand relates.

(b) The demand shall be signed by the owner of the international registration.

(c) The demand for renewal shall not be combined with any other request; in particular, it shall not contain a request for recording a later designation, a request for recording a change in ownership, or a request for recording a limitation in the list of goods and/or services. Rule 8.3 shall also apply to demands for renewal.

23.3[A] *Renewal Fees (Alternative A)*

The fees payable under Article 16(3) shall be the same as those referred to in Rule 9.1[A].

23.3[B] *Renewal Fees (Alternative B)*

(a) The fees payable under Article 16(3) shall be the following:

(i) an international renewal fee,
(ii) State renewal fees for every designated State.

(b) The amount of the international renewal fee is indicated in the Table of Fees.

(c) The amounts of the State renewal fees concerning the various Contracting States shall be published by the International Bureau each year in the month of August. The amounts so published shall be applicable as the State renewal fees from January 1 to December 31 of the year following the year in which they are published.

(d) Each Contracting State shall be free to determine the amount of the State renewal fee applicable to it, subject to the provisions of Rule 9.1[B](d)(i) and (ii) and provided that the amount of the said fee shall not exceed the amount of [*Sub-alternative:* 75% of] the renewal fee which would be payable if the demand were for the renewal in the national register of marks of the said State for a comparable period of time.

23.4 *Time Limits, Surcharge (Both Alternatives)*

(a) Subject to paragraph (b), both the demand and the fees referred to in Article 16(3) must reach the International Bureau by the last day of the term about to expire.

(b) Where, by the said day, the International Bureau has received the demand as prescribed and no renewal fees or an amount intended as renewal fees but which is less than the full amount payable for the demand, the International Bureau shall promptly invite the owner of the international registration to pay the fees or the missing part of the fees. If the said owner complies with the invitation within 6 months from the last day of the term about to expire, the fees or the missing part thereof shall be considered to have been paid within the time limit fixed in paragraph (a), provided that, where the payment reaches the International Bureau after the last day of the term, a surcharge whose amount is fixed in the Table of Fees shall also be payable within the said 6 months time limit.

(c) Failure to send or receive the invitation referred to in paragraph (b), or any delay in dispatching or receiving such invitation, shall not prolong the time limits fixed in that paragraph and in paragraph (a).

23.5 *Recording, Publication, and Notification*

Where the demand is presented and the fees are paid as prescribed, the International Bureau shall record the renewal, shall publish the indications referred to in Rule 23.2(a) together with a reference to all previous publications concerning the registration effected since the most recent renewal and an indication of the date on which the renewal shall expire, and shall notify the designated States of the said indications and the said date.

23.6 *Declining the Demand*

Where no demand is presented or the demand does not conform with the requirements of Rule 23.2 or the fees (including, where applicable, the surcharge referred to in Rule 23.4(b)) are not paid as prescribed, the International Bureau shall decline the demand and shall notify

the owner of the international registration by registered letter stating the reasons for declining the demand.

23.7 *Reimbursement of Certain Fees*

Where, under Rule 23.6, the International Bureau declines the demand, it shall reimburse to the owner of the international registration [*Alternative A:* the designation fee and the class fees referred to in Rules 23.3[A] and 9.1[A](a)(ii) and (iii)] [*Alternative B:* The State renewal fees referred to in Rule 23.3[B](a)(ii)] to the extent to which he has paid them.

RULE 23*bis*

Declarations of Actual Use

23*bis*.1 *Information Concerning Requirements Under Article 18(3)(c), First Sentence*

The national Office of any Contracting State whose national law requires the filing of declarations within the meaning of the first sentence of Article 18(3)(c) shall inform the International Bureau of such requirement and of any changes therein. Such information shall, in particular, indicate the time limits within which such declarations must be filed according to the national law. The International Bureau shall promptly publish such information.

23*bis*.2 *National Forms*

The national Office of any Contracting State referred to in Rule 23*bis*.1 shall supply free of charge to the International Bureau in reasonable quantities declaration forms, in the form prescribed by the national law of that State, for the purposes of making declarations referred to in Article 18(3)(c). The International Bureau shall furnish such forms free of charge to interested persons.

[23*bis*.3 *International Forms*

(a) Where the declaration referred to in Article 18(3)(c) is not made on a national form according to Rule 23*bis*.2, it shall consist of the following statement and shall be signed by the owner of the international registration:

"The undersigned owner of the international registration declares that he (it) is the owner of the international registration which was effected under No. . . . , as shown by recordings in the International Register of Marks, in respect of . . . ① on . . . ②; that the mark which is the subject of the international registration herein identified is now in use by and through . . . ③ in commerce with and/or on the territory of the said State on or in connection with the following goods and/or services listed in respect of such State: . . . ④; that such use commenced on . . . ⑤; and that the mode or manner in which the mark is used is:

☐ on labels or tags affixed to and/or containers for the goods, as evidenced by the attached specimen(s) or facsimile(s);

☐ on displays which are associated with the goods, as evidenced by the attached specimen(s) or facsimile(s);

☐ in the case of services, in advertising of such services, as evidenced by the attached specimen(s) or facsimile(s);

☐ other [recite sufficient facts in addition to, or in lieu of, checking one or more of the above boxes as to sales or advertising, or both, to show that the mark is in current use].

"[① Insert name of State; ② insert international registration date or, if applicable, recording date of the later designation of such State; ③ Insert "the undersigned owner" and/or, if applicable, the name and address of the person and/or persons using the mark under the authority of the owner in the State; ④ Insert "all" or indicate the particular goods and/or services on or in connection with which the mark is used; ⑤ Insert the date of commencement of the continuing use of the mark, including, where different dates are applicable to different goods and/or services, the particular goods and/or services to which each such date relates.]"

Blanks shall be filled in by the owner of the international registration, as appropriate.

(b) The International Bureau shall furnish such forms free of charge to interested persons.

(c) The declaration shall be filed in the same language as the international application to which it relates.

(d) The specimens referred to in paragraph (a) shall, in the case of a mark for goods, be duplicates of the actually used labels, tags, or containers, or of the displays associated therewith, or portions thereof, when made of suitable material and capable of being arranged flat and of a size not larger than the declaration. When, owing to the mode of applying or affixing the mark to the goods or to the manner of its use on the goods, such specimens cannot be furnished, suitable photographs or other acceptable reproductions, not larger than the declaration, which clearly and legibly show the mark and all matter used in connection therewith shall be furnished. In the case of marks for services, specimens or facsimiles, as specified above, of the mark as used in the sale or advertising of the services shall be furnished unless impossible because of the nature of the mark or the manner in which it is used, in which event some other acceptable reproductions shall be furnished.

(e) It shall depend on the national law of each Contracting State whether any declaration to the same effect as but worded differently from the statement set out in paragraph (a) shall produce the same effect.]

RULE 24

Transmittal of Documents to the International Bureau

24.1 *Place and Mode of Transmittal*

International applications, requests, demands, notifications and any other documents intended for filing, notification or other communication to the International Bureau shall be deposited with the competent service of that Bureau during the office hours fixed in the Administrative Instructions, or mailed to that Bureau, or deposited with or mailed to agencies of the said Bureau in places other than Geneva (Switzerland). The Administrative Instructions shall provide for the setting up and operation of any such agency.

24.2 *Date of Receipt of Documents Mailed*

Any document received by the International Bureau or any of its agencies through deposit or mail shall be considered to have been received on the day on which it is actually received by such Bureau or agency, provided that, when it is actually received after office hours, or on a day when the Bureau or the agency is closed for business, it shall be considered to have been received on the next subsequent day on which the Bureau or agency is open for business.

RULE 25

Calendar; Computation of Time Limits

25.1 *Calendar*

The International Bureau, national Offices, applicants and owners of international registrations shall, for the purposes of the Treaty and these Regulations, express any date in terms of the Christian era and the Gregorian calendar.

25.2 *Periods Expressed in Years, Months, or Days*

(a) When a period is expressed as one year or a certain number of years, computation shall start on the day following the day on which the relevant event occurred, and the period shall expire in the relevant subsequent year in the month having the same name and on the day having the same number as the month and the day on which the said event occurred, provided that if the relevant subsequent month has no day with the same number the period shall expire on the last day of that month.

(b) When a period is expressed as one month or a certain number of months, computation shall start on the day following the day on which the relevant event occurred, and the period shall expire in the relevant subsequent month on the day which has the same number as the day on which the said event occurred, provided that if the relevant subsequent month has no day with the same number the period shall expire on the last day of that month.

(c) When a period is expressed as a certain number of days, computation shall start on the day following the day on which the relevant event occurred, and the period shall expire on the day on which the last day of the count has been reached.

25.3 *Local Dates*

(a) The date which is taken into consideration as the starting date of the computation of any period shall be the date which prevails in the locality at the time when the relevant event occurred.

(b) The date on which any period expires shall be the date which prevails in the locality in which the required document must be filed or the required fee must be paid.

25.4 *Expiration on a Non-Working Day*

If the expiration of any period during which any document or fee must reach the International Bureau or any of its agencies falls on a day on which such Bureau or agency is not open for business, or on which ordinary mail is not delivered in Geneva or the locality in which the agency is situated, the period shall expire on the next subsequent day on which neither of the said two circumstances exists.

RULE 26

Payment of Fees

26.1 *Payment to the International Bureau*

All fees payable under the Treaty and these Regulations shall be payable to the International Bureau.

26.2 *Currency*

(a) Subject to paragraph (b), all fees payable under the Treaty and these Regulations shall be payable in Swiss currency.

(b) Where the International Bureau has local agencies, referred to in Rule 24.1, the Administrative Instructions may, under specified conditions, allow exceptions to the provisions of paragraph (a).

26.3 *Deposit Accounts*

(a) Any natural person or legal entity may open a deposit account with the International Bureau or any of its agencies.

(b) The details concerning deposit accounts shall be provided in the Administrative Instructions.

26.4 *Indication of the Mode of Payment*

(a) Unless the payment is made in cash to the cashier of the International Bureau, the international application, and any request, demand, or other document, filed with the International Bureau in connection with any international registration, subject to the payment of any fee, shall indicate:

(i) the name and address, as provided in Rule 5.2(a), of the natural person or legal entity making the payment,

(ii) the mode of payment, which may be by an authorization to debit the amount of the fee to the deposit account of such person or entity, or by transfer to a bank account or to the postal cheque account of the International Bureau, or by cheque. The Administrative Instructions shall provide the details, in particular those governing the kind of cheques that shall be accepted in payment.

(b) Where the payment is made pursuant to an authorization to debit the amount of the fee to a deposit account, the authorization shall specify the transaction to which it relates, unless there is a general authorization to debit to a specified deposit account any fee concerning a certain applicant, owner of an international registration, or duly appointed representative. The details shall be provided in the Administrative Instructions.

(c) Where the payment is made by transfer to a bank account or to the postal cheque account of the International Bureau, or by a cheque not attached to the international application, request, demand, or other document, the notification of the transfer or the cheque (or paper accompanying it) shall identify the transaction to which it relates, in the manner to be provided for in the Administrative Instructions.

RULE 27

Withdrawals and Renunciations

27.1 *Withdrawal of the International Application or Request for Recording of Later Designation*

(a) Any withdrawal of an international application shall be treated as such by the International Bureau if the communication of withdrawal reaches it before registration is effected and preparations for publication have been completed.

(b) Any withdrawal of a request for the recording of later designation shall be treated as such by the International Bureau if the communication of withdrawal reaches it before recording is effected and preparations for publication have been completed.

27.2 *Renunciation of the International Registration or of Certain Designations*

(a) The owner of the international registration may, at any time, renounce the international registration or the recording of the designation of any designated State.

(b) Renunciation of the recording of all designated States shall be treated as renunciation of the international registration.

27.3 *Procedure*

(a) Withdrawals and renunciations referred to in Rules 27.1 and 27.2 shall be effected in a written communica-

tion addressed to the International Bureau and signed by the applicant or the owner of the international registration, as the case may be.

(b) The International Bureau shall acknowledge receipt of the communication referred to in paragraph (a). In the case of withdrawals, the International Bureau shall reimburse to the applicant [*Alternative A*: the fees referred to in Rule 9.1[A](a)(ii) and (iii), or Rule 13.1 [A](a)(ii), as the case may be] [*Alternative B*: the fees referred to in Rule 9.1 [B](a)(ii), or Rule 13.1[B](a)(ii), as the case may be].

(c) The International Bureau shall record and publish renunciations, and shall notify interested designated Offices thereof. The details shall be provided in the Administrative Instructions.

RULE 28

Fees Belonging to the Designated Offices

28.1[A] *Fees Belonging to the Designated Offices (Alternative A)*

The fees referred to in Rule 9.1[A](a)(ii) and (iii), Rule 13.1[A](a)(ii), and Rule 23.3[A] as far as it refers to Rule 9.1[A](a)(ii) and (iii), shall belong to the designated Offices.

28.2[A] *Distribution and Transfer of Fees*

The total amount of the fees referred to in Rule 28.1[A] collected by the International Bureau in respect of international registrations, recordings of requests for later designations, and recordings of renewals effected in any given calendar year, shall be distributed among and transferred to the Contracting States in the course of the next subsequent calendar year in proportion to the number of cases in which they have been designated, provided that the number resulting for each State has first been multiplied:

(i) by 2, if the national law provides only for examination of "absolute grounds of nullity,"

(ii) by 3, if the national law provides for examination as to whether there is conflict with another mark ("relative grounds of nullity") and if such examination is carried out only where there is a third-party opposition,

(iii) by 4, if the national law provides for examination of relative grounds of nullity ex officio and without third-party opposition,

(iv) by 5, if the national law provides for examination of relative grounds of nullity ex officio followed by the possibility of third-party opposition.

Further details shall be provided in the Administrative Instructions.

28.1[B] *Fees Belonging to the Designated Offices (Alternative B)*

Any fee collected by the International Bureau under Rule 9.1[B](a)(ii), Rule 13.1[B](a)(ii), and Rule 23.3[B](a)(ii), shall belong to the designated Office of the State in respect of which it was paid.

28.2[B] *Transfer of Fees*

The International Bureau shall in every calender year transfer to any interested designated Office the fees referred to in Rule 28.1[B] and collected in respect of international registrations, recordings of requests for later designations, and recordings of renewals, effected in the preceding calendar year. Further details shall be provided in the Administrative Instructions.

RULE 29

Fees Belonging to the International Bureau

29.1 *Fees Belonging to the International Bureau*

All fees and charges collected under the Treaty, these Regulations and the Administrative Instructions, except those referred to in Rule 28, shall belong to the International Bureau.

RULE 29*bis*

Changes in the National Register

29*bis*.1 *Notification of Changes*

The notification provided for in Article 18*bis*(1) shall be made on a form furnished by the International Bureau and the details of which are provided in the Administrative Instructions.

29*bis*.2 *Annotation and Publication*

The Administrative Instructions provide for the extent to which annotations of any changes notified under Article 18*bis*(1) shall be made in the International Register of Marks and shall be published by the International Bureau, provided that such annotation and such publication shall at least indicate the international registration number of the mark, the State which it concerns, the date on which it was received, and its subject matter (change in ownership, change in list of goods and/or services, etc.).

RULE 30

The Gazette

30.1 *Contents and Title of the Gazette*

(a) All matters which, according to the Treaty or these Regulations, the International Bureau is obliged to publish shall be published in a periodical entitled "International Marks Gazette/*Gazette internationale des marques*" (hereinafter referred to as "the Gazette").

(b) The Administrative Instructions may provide for the inclusion of other matters in the Gazette.

30.2 *Frequency of Issue of the Gazette*

The Gazette shall be issued once a week.

30.3 *Languages of the Gazette*

(a) The Gazette shall be issued in a bilingual (English and French) edition.

(b) The Administrative Instructions shall identify those portions which require translation (for example, the lists of goods and/or services) and those portions which do not require translation (for example, the names of the designated States).

(c) Matters which can be easily understood even if not translated (for example, the names of the designated States, or which are indicated by signs or abbreviations (for example, "Ren." for "Renewal/*Renouvellement*") to which the keys shall be published in each issue, need not be translated. The details shall be provided in the Administrative Instructions.

(d) Matters not falling within the scope of paragraph (c) (for example, the lists of goods and/or services) shall always be published in both languages. The publication shall indicate which is the original language. Translations shall be prepared by the International Bureau. In case of any divergence between the original and the translation, all legal effects shall be governed by the original.

30.4 *Sale of the Gazette*

The subscription and other sale prices of the Gazette shall be fixed in the Administrative Instructions.

30.5 *Copies of the Gazette for National Offices*

(a) Before July 1 of each year each national office shall notify the International Bureau of the number of copies of the Gazette which it wishes to receive in the next subsequent year.

(b) The International Bureau shall make the requested number of copies available to the national Office:

(i) free of charge, up to the same number as the number of units corresponding to the class chosen under the Paris Convention by the Contracting State of which the said Office is the national Office,

(ii) at half of the ordinary subscription or sale price for copies in excess of the said number.

(c) Copies given free of charge or sold under paragraph (b) shall be for the internal use of the national Office which has requested them.

RULE 31

Copies and Other Information Available to the Public

31.1 *Copies and Information Concerning International Applications and Registrations*

(a) Any person may obtain from the International Bureau, against payment of a fee whose amount shall be fixed in the Administrative Instructions, certified or uncertified copies or extracts of any document in the file of any international application or registration.

(b) On request and against payment of a fee whose amount shall be fixed in the Administrative Instructions, any person may obtain from the International Bureau oral or written information on any fact appearing in any document in the file of any international application or registration.

31.2 *Authentication of Documents Issued by the International Bureau*

No authority of any Contracting State shall ask for the authentication by any person or authority of certificates issued and of copies or other documents certified by the International Bureau, provided such certificates, certified copies or other certified documents bear the seal of the International Bureau and the signature of the Director General or a person acting under his authority.

RULE 32

Regional Marks

[*Note by the International Bureau*: Proposals will be made after consultation with the African and Malagasy Industrial Property Office (OAMPI) and the Benelux Trademark Office.]

RULES CONCERNING CHAPTER II

RULE 101

Expenses of Delegations

101.1 *Expenses Borne by Governments*

The expenses of each Delegation participating in any session of the Assembly and in any committee, working group or other meeting dealing with matters of concern to the Union shall be borne by the Government which has appointed it.

RULE 102

Absence of Quorum in the Assembly

102.1 *Voting by Correspondence*

(a) In the case provided for in Article 101(5)(b), the International Bureau shall communicate any decision of the Assembly (other than decisions relating to the Assembly's own procedure) to the Contracting States which were not represented when the decision was made and shall invite them to express in writing their vote or abstention within a period of 3 months from the date of the communication.

(b) If, at the expiration of the said period, the number of Contracting States having thus expressed their vote or abstention attains the number of Contracting States which was lacking for attaining the quorum when the decision was made, that decision shall take effect provided that at the same time the required majority still obtains.

RULE 103

Administrative Instructions

103.1 *Matters Governed by the Administrative Instructions*

The Administrative Instructions referred to in Article 104(1)(b) shall contain provisions:

(i) concerning matters in respect of which these Regulations expressly refer to such Instructions,

(ii) concerning any details in respect of the application of these Regulations.

103.2 *Control by the Assembly Under Article 104(1)(b)*

The Assembly may invite the Director General to modify any provision of the Administrative Instructions, and the Director General shall proceed accordingly.

103.3 *Publication and Effective Date*

(a) The Administrative Instructions and any modification thereof shall be published in the Gazette.

(b) Each publication shall specify the date on which the published provisions become effective. The date need not be the same for all the provisions provided that no provision may be declared effective prior to its publication in the Gazette.

PATENT OFFICE NOTICES

TITLE 37—PATENTS, TRADEMARKS, AND COPYRIGHTS

Chapter I—Patent Office, Department of Commerce

PART 2—RULES OF PRACTICE IN TRADEMARK CASES

Trademark Application and Drawing Requirements

A proposal was published at 36 F.R. 18002 to amend and revise §§ 2.21–2.23, 2.52, and 2.56. Pursuant to this notice, a number of comments have been received from interested persons. In light of the comments submitted, some changes have been made in the rules as proposed.

An additional subparagraph has been added to § 2.21 requiring that the application state the name of the applicant. In the same section, a paragraph (c) has been added. This paragraph incorporates the substances of proposed § 2.22. Section 2.52 has been revised to state that drawings must be 8 to 8½ inches wide and 11 inches long. In view of the change in § 2.52, § 2.31 has also been revised to make it clear that applications submitted on either letter or legal-size paper are acceptable.

Effective date. This revision shall become effective on *February 1, 1972.* However, as to § 2.52, drawings which comply only with the existing rule will be accepted until March 1, 1972.

1. Section 2.21 is revised to read as follows:

§ 2.21 *Requirements for receiving a filing date.*

(a) Materials submitted as an application for registration of a mark will not be accorded a filing date as an application until all of the following elements are received:

(1) Name of the applicant;

(2) A name and address to which communications can be directed;

(3) A drawing or other identification of the mark sought to be registered;

(4) An identification of goods or services;

(5) At least one specimen or facsimile of the mark as actually used;

(6) A date of first use of the mark in commerce, or a certification or certified copy of a foreign registration if the application is based on such foreign registration pursuant to section 44(e) of the act, or a claim of the benefit of a prior foreign application in accordance with section 44(d) of the act;

(7) The required filing fee for at least one class of goods or services.

Compliance with one or more of the rules relating to the elements specified above may be required before the application is further processed.

(b) The filing date of the application is the date on which all of the elements set forth in paragraph (a) of this section are received in the Patent Office.

(c) If the papers are so defective that they cannot be accepted, the applicant will be notified and the papers and fee held 6 months. If the requirements for receiving a filing date have not been satisfied within such time, the papers and fee will be returned to the applicant or otherwise disposed of; the drawing or fee of an unaccepted application may be transferred to a later application.

§ 2.22 [*Revoked*]

2. Section 2.22 is revoked.

3. Section 2.23 is revised to read as follows:

§ 2.23 *Serial number.*

Applications will be given a serial number as received, and the applicant will be informed of the serial number and the filing date of the application.

4. Section 2.31 is revised to read as follows:

§ 2.31 *Application must be in English.*

The application must be in the English language and plainly written on but one side of the paper. It is deemed preferable that the application be on legal or letter-size paper, typewritten double spaced, with at least a one and one-half inch margin on the left-hand side and top of the page.

5. Section 2.52 is amended by revising paragraph (c) to read as follows:

§ 2.52 *Requirements for drawings.*

* * * * * * *

(c) *Size of paper and margins.* The size of the sheet on which a drawing is made must be 8 to 8½ inches wide and 11 inches long. One of the shorter sides of the sheet should be regarded as its top. When the figure is longer than the width of the sheet, the sheet should be turned on its side with the top at the right. The size of the mark must be such as to leave a margin of at least 1 inch on the sides and bottom of the paper and at least 1 inch between it and the heading.

* * * * * * *

6. Section 2.56 is revised to read as follows:

§ 2.56 *Specimens.*

The application must include five specimens of the trademark as actually used on or in connection with the goods in commerce. The specimens shall be duplicates of the actual used labels, tags, or containers, or the displays associated therewith or portions thereof, when made of suitable flat material and of a size not to exceed 8½ inches wide and 13 inches long.

Dated: January 11, 1972.

RICHARD A. WAHL,
Acting Commissioner of Patents.

Approved:

JAMES H. WAKELIN, JR.,
Assistant Secretary
for Science and Technology.

[FR Doc. 72-924; Filed 1-20-72; 8:48 am]

Published in 37 FR 931; Jan. 21, 1972

TRADEMARKS

Initial Processing of Applications

On February 1, 1972, the operations of the Trademark Application Section of the Patent Office will be reorganized. The purpose of the reorganization is to provide the public and applicants with more current information concerning newly filed applications.

The prompt initial processing of trademark applications is necessary in order to fulfill one of the main Patent Office functions, that of producing a record, accessible to the public, of new trademark activity to facilitate the clearance of new marks for use, determine the registrability of proposed marks, and avoid conflicts with the rights of others. In order to maintain a record of marks applied for which reflects the most current information available to the Office concerning them, the early processing of drawings in order to have them placed in the search room is considered as a first priority. The processing of these drawings includes the assignment of serial numbers, initial classification, duplication of the drawing and the forwarding of copies of the drawing to the search room. Other functions which are necessary in the processing of applications, such as the processing and mailing of filing receipts, are secondary to the processing of drawings.

In past years, there have been delays in processing applications and forwarding application drawings to the search room. These delays have varied from several weeks to several months. In view of the importance, both to applicants and the public, of recording essential information concerning newly filed applications as quickly as possible, a reorganization of the workflow in the Application Section is being effected.

There is no change in the processing of applications through the mail room and finance branch to the Application Section. However, under the new plan, upon receipt in the Trademark Application Section, all applications will be stamped with a serial number, and the drawing of the mark will be reproduced immediately and placed in the search file. This processing will occur as soon as the application files reach the Application Section. Such procedures as determining whether or

not an application will receive a filing date, preparation of the file jackets, and mailing of the filing receipt will take place at a later time.

Applicants who wish to be notified promptly of the date their papers were received in the office and their serial number, may send two self-addressed postcards with their application papers. The mail room will stamp both postcards with the date of receipt and return one to the applicant; the second postcard will be stamped with the serial number and forwarded to the applicant from the Application Section. The postcards should contain the applicant's name and the trademark which is the subject of the application. When more than one set of application papers are forwarded under one cover, postcards should be attached to each set of papers for which a receipt is desired.

Under the new system of processing application papers, your particular attention is directed to the following changes as compared to the present procedure.

1. Application drawings will be placed in the public search file prior to the mailing of the filing receipt.

2. By using the postcard system described above, applicants will be notified sooner of the date of receipt of their papers and the serial number of their application. Applicants are encouraged to use the postcard system.

3. Additional papers sent in by the applicant or attorney should be identified by serial number, thereby enabling the office to process these papers quickly.

4. When an application is accompanied by a petition to the Commissioner under § 2.146, the petition will not be considered until processing by the Application Section is complete.

Effective date. The procedure outlined in this notice will become effective February 1, 1972.

RICHARD A. WAHL,
Acting Commissioner of Patents.

January 11, 1972.

Approved:

JAMES H. WAKELIN, JR.,
Assistant Secretary for Science and Technology.

[FR Doc. 72-925; Filed 1-20-72; 8:48 am]

Published in 37 FR 942; Jan. 21, 1972

RENE D. TEGTMEYER, Assistant Commissioner for Appeals, Legislation and Trademarks

C. M. WENDT, Director, Trademark Examining Operation

TRADEMARK EXAMINING DIVISION, EXAMINERS AND TRADEMARK CLASSES UNDER EXAMINATION	Oldest Dates*	
	New	Amendment Filed
(I) L. J. BETTENDORF, Classes 2, 3, 4, 5, 7, 8, 9, 10, 11, 17, 27, 28, 30, 32, 33, 37, 38, 39, 40, 41, 42, 43, 50; Certification Marks, Classes A and B	1-20-71	9-9-70
(II) F. H. WETHERBEE, Classes 1, 6, 15, 18, 45, 46, 47, 48, 49, 51, 52; Collective Membership Mark, Class 200	12-18-70	1-11-71
(III) C. R. FOWLER, Classes 12, 16, 19, 21, 22, 26, 31, 34, 35, 36, 44	12-1-70	8-3-70
(IV) M. E. ABRAMSON, Classes 13, 14, 20, 22, 24, 25, 29; Service Marks, Classes 100, 101, 102, 103, 104, 105, 106, 107	1-28-71	1-6-71
Renewals (All Classes)	11-1-71	
Sec. 13(c) Publications (All Classes)	11-11-71	

*As of December 31, 1971.

MARKS PUBLISHED FOR OPPOSITION

SECTION 1

The following marks are published in compliance with section 12(a) of the Trademark Act of 1946. Application for the registration of these marks in more than one class has been filed as provided in section 30 of said act as amended by Public Law 772, 87th Congress, approved Oct. 9, 1962, 76 Stat. 769. Opposition under section 13 may be filed within thirty days of the date of this publication. See Rules 2.101 to 2.105.

A separate fee of twenty-five dollars for opposing each mark in each class must accompany the opposition.

[NOTE: For publication of marks presented in applications for registration in one class, see section 2.]

SN 326,847. Cantest Limited, Don Mills, Ontario, Canada. Filed May 9, 1969.

CANTEST LIMITED

Priority claimed under Sec. 44(d) on Canadian application filed Jan. 15, 1969; Reg. No. 165,801, dated Oct. 17, 1969.

Class 100—Miscellaneous

For Performing Mechanical, Electrical and Chemical Tests, Experiments and Analyses of Products, Materials and Substances on a Contract Basis for Customers and Furnishing Reports to Such Customers of the Results of Such Test, Experiments and Analyses (Int. Cl. 42).

Class 107—Education and Entertainment

For Preparation of Audio and Visual Material in the Form of Video Tapes, Film and Printed Matter for Use (a) in Explaining the Operation and Theory of Existing and New Consumer Products, (b) for Advertising Purposes and (c) by Companies Other Than the Applicant To Assist in Improving Their Public and Employee Relations (Int. Cl. 41).

SN 328,582. Punta Gorda Isles, Inc., Punta Gorda, Fla. Filed May 28, 1969.

PUNTA GORDA ISLES

Class 100—Miscellaneous

For Yacht Club-Restaurant and Cocktail Lounge Services (Int. Cl. 42).
First use April 1966.

Class 103—Construction and Repair

For Custom Construction of Houses and Condominiums (Int. Cl. 37).
First use May 1969.

Class 107—Education and Entertainment

For Providing Golfing Facilities (Int. Cl. 41).
First use May 1969.

SN 346,368. Chatillon Societa Anonima Italiana per le Fibre Tessili Artificiali S.p.A., Milan, Italy. Filed Dec. 16, 1969.

seris

Priority claimed under Sec. 44(d) on Italian application filed June 17, 1969; Reg. No. 240,265, dated Aug. 7, 1969.

Class 39—Clothing

For Articles of Clothing—Namely, Handkerchiefs, Wellingtons, Boots and Bedroom Slippers (Int. Cls. 24 and 25).

Class 42—Knitted, Netted, and Textile Fabrics, and Substitutes Therefor

For Fabrics; Textile Articles—Namely, Blankets and Table Cloths; Quilts; Table Napkins and Other Table Linen; Sheets, Pillow Slips and Other Bedlinen; Kitchen Linen; Towels; Curtains and Curtaining; Horse Hair Fabrics, Knitwear, Rubberized Cloths, Rubberized Fabrics, Water-Proofed Fabrics, Filter-Cloths; and Felts (of Wool, Horse Hair, Cotton and Other Textile Fibers) (Int. Cl. 24).

Class 43—Thread and Yarn

For Filaments and Yarns (Int. Cl. 23).

SN 351,587. Monsieur Pierre Berge, Paris (Seine), France. Filed Feb. 17, 1970.

LA BOTTIQUE

Priority claimed under Sec. 44(d) on French Reg. No. 780,038, dated Dec. 4, 1969.

Class 3—Baggage, Animal Equipments, Portfolios, and Pocketbooks

For Handbags, Portfolios, Letter Cases, Bill Cases, Wallets and Luggage (Int. Cl. 18).

Class 39—Clothing

For Men's and Women's Sweaters, Hosiery, Tights, Leotards, Scarves, Sashes, Garment Belts and Shoes and Boots (Int. Cl. 25).

SN 350,169. Swimrite, Inc., Van Nuys, Calif. Filed May 8, 1970.

SWIMRITE

Class 6—Chemicals and Chemical Compositions

For Swimming Pool Equipment and Supplies—Namely, Chlorine (Int. Cl. 1).
First use 1959.

Class 13—Hardware and Plumbing and Steam-Fitting Supplies

For Backwash Control Valves, and Skimmers Adapted To Be Built Into Swimming Pool Walls, and Having Hinged Weirs and Float-Controlled Outlets (Int. Cl. 7).
First use 1963.

Class 23—Cutlery, Machinery, and Tools, and Parts Thereof

For Water-Circulation Pumps, Leaf-Skimming Tools, Leaf Rakes, and Telescopic Poles (Int. Cl. 7).
First use 1963.

Class 31—Filters and Refrigerators

For Pool Filters, and Separation Tanks for Removal of Sludge and Waste, During Back-Washing of Filters (Int. Cl. 11).
First use 1960.

Class 34—Heating, Lighting, and Ventilating Apparatus

For Pool Heaters (Int. Cl. 11).
First use 1969.

SN 372,901. Pennwalt Corporation, Philadelphia, Pa. Filed Oct. 9, 1970.

Class 13—Hardware and Plumbing and Steam-Fitting Supplies

For Shut Off Valves, Chlorine-Container and Line Valves, and Pressure Reducing Valves (Int. Cl. 6).
First use April 1915.

Class 21—Electrical Apparatus, Machines, and Supplies

For Marine Lanterns; Fog Horns; Range Lights, Flashers; Lamp Changers; Sun Switches and Navigation Lights (Int. Cls. 9 and 11).
First use June 1928.

Class 23—Cutlery, Machinery, and Tools, and Parts Thereof

For Chlorinators and Hypochlorinators for Water Purification, Sewage Treatment and Chemical Processes; Gravimetric and Volumetric Dry Flow Feeders, Pumps, Lime Slakers, and Fluoridators (Int. Cls. 7 and 11).
First use April 1915.

Class 26—Measuring and Scientific Appliances

For Metering and Proportioning Pumps; Pneumatic Controllers; Indicators and Recorders; Vacuum Control Systems; Residual Chlorine Analyzers, Indicators, Recorders and Controllers; Gas Flow Measuring, Indicating, Recording and Controlling Instruments; Residual Chlorine Comparator and Test Kit, Barometers and Vacuum Gauges, and Differential Pressure Indicators (Int. Cl. 9).
First use April 1915.

SN 374,248. The Cab-N-Facet, Inc., Springfield, Ohio. Filed Oct. 26, 1970.

CAB·N·FACET

Class 1—Raw or Partly Prepared Materials

For Uncut Gems and Minerals (Int. Cl. 6).

Class 28—Jewelry and Precious-Metal Ware

For Cut Gems and Jewelry (Int. Cl. 14).
First use during November 1969.

SN 395,291. The Columbus Dental Manufacturing Company, Columbus, Ohio. Filed June 21, 1971.

Steele's

Owner of Reg. Nos. 98,365, 861,958, and others.

Class 26—Measuring and Scientific Appliances

For Electrically-Heated Dental Laboratory Furnaces (Int. Cl. 11).
First use May 11, 1971; June 4, 1965, in a slightly different form.

Class 44—Dental, Medical, and Surgical Appliances

For Artificial Teeth, Tooth Backings and Facings; Dental Refractories, Porcelains, Glazes and Stains; Dental Placement Instruments, Spatulas and Articulators; Oral Swabs and Packings; and Dentists' Oral Inspection Lighting Appliances (Int. Cls. 5 and 10).
First use May 4, 1971; 1902 in a slightly different form.

SN 402,023. Richton International Corporation, New York, N.Y. Filed Sept. 7, 1971.

CORELLE

Class 28—Jewelry and Precious-Metal Ware

For Jewelry (Int. Cl. 14).
First use on or about Feb. 11, 1963.

Class 40—Fancy Goods, Furnishings, and Notions

For Shoe and Hair Ornaments (Int. Cl. 26).
First use on or about May 5, 1971.

SECTION 2

The following marks are published in compliance with section 12(a) of the Trademark Act of 1946. Opposition under Section 13 may be filed within thirty days of the date of this publication. See Rules 2.101 to 2.105.

A separate fee of twenty-five dollars for opposing each mark in each class must accompany the opposition.

[NOTE: For publication of marks presented in a combined application for registration in more than one class, see section 1.]

Class 1—Raw or Partly Prepared Materials

SN 365,114. Robert Mallery Lumber Company, Inc., Hancock, N.Y. Filed July 13, 1970.

BONNY-BARK

For Mulch for Soil Covering, Decorating and Conditioning (Int. Cl. 1).
First use Apr. 2, 1970.

SN 368,635. Nylon Engineering, Inc., Lowell, Mass. Filed Aug. 20, 1970.

For Nylon Fibers for Carpets and Upholstery (Int. Cl. 22).
First use June 4, 1970.

SN 369,811. Morgan Adhesives Company, Stow, Ohio. Filed Sept. 3, 1970.

MACLITE

For Light Reflective Sheeting Material for Use in Making Signs and the Like Which Exhibit Nighttime Reflectivity (Int. Cl. 17).
First use Nov. 1, 1962.

SN 370,287. Cargill, Incorporated, Minneapolis, Minn. Filed Sept. 10, 1970.

HI-TON 70

For Alfalfa Seed (Int. Cl. 31).
First use January 1968.

SN 370,288. Cargill, Incorporated, Minneapolis, Minn. Filed Sept. 10, 1970.

HI-TON 30

For Alfalfa Seed (Int. Cl. 31).
First use January 1968.

SN 377,246. American Chain & Cable Company, Inc., Bridgeport, Conn. Filed Nov. 27, 1970.

Owner of Reg. Nos. 107,772, 794,648 and others.
For Industrial Diamonds (Int. Cl. 14).
First use at least May 1969.

Class 2—Receptacles

SN 368,888. Kerr Glass Manufacturing Corporation, Los Angeles, Calif. Filed Aug. 24, 1970.

PERMA-CLEAR

For Plastic Bottles for Drug, Toiletry and Cosmetic Products (Int. Cl. 21).
First use Apr. 14, 1970.

SN 381,185. ASG Industries, Inc., Kingsport, Tenn. Filed Jan. 18, 1971.

KAP-PAK

Owner of Reg. Nos. 790,548 and 791,242.
For Shipping Cases for Use as Containers for Flat Sheet Glass (Int. Cl. 20).
First use Dec. 7, 1970.

SN 392,459. Bruce F. Failing, Westhampton Beach, N.Y. Filed May 19, 1971.

ACTION MEDIA

For Advertising Display Holders for Attachment to Shopping Carts (Int. Cl. 16).
First use Apr. 12, 1971.

SN 392,734. Colgate-Palmolive Company, New York, N.Y. Filed May 21, 1971.

The mark is lined for the colors blue and green.
For Plastic Bags (Int. Cl. 20).
First use January 1970.

Class 6—Chemicals and Chemical Compositions

SN 364,381. Ciba Limited, Basel, Switzerland. Filed July 6, 1970.

UNIVANYL

Owner of Swiss Reg. No. 242,653, dated Nov. 14, 1969; and U.S. Reg. No. 676,842.
For Chemical Products for Use as Auxiliary Agents in the Textile, Leather, Paper and Plastic Industries (Int. Cl. 1).

SN 868,182. Thuron Industries, Inc., Dallas, Tex. Filed Aug. 14, 1970.

VKP MIST

No registration rights are claimed for the word "Mist" apart from the mark as shown; however, applicant waives none of its common law rights in the mark as shown or any feature thereof.

For Insecticides (Int. Cl. 5).

First use in or about March 1964.

SN 868,948. Thuron Industries, Inc., Dallas, Tex. Filed Aug. 24, 1970.

Owner of Reg. No. 759,026.

For Insecticides (Int. Cl. 5).

First use in or about 1962.

SN 871,278. Joseph Pine, d.b.a. Pine Sales Co., Randallstown, Md. Filed Sept. 21, 1970.

No claim is made to the term "Roach-Kil-R" apart from the mark as shown without waiving any common law rights therein.

For Insecticide (Int. Cl. 5).

First use Jan. 8, 1969.

SN 872,325. Coulter Diagnostics, Inc., Hialeah, Fla. Filed Oct. 2, 1970.

ACCU-ZYME

For Enzyme Reagents for Laboratory Testing (Int. Cl. 1).

First use Sept. 22, 1970.

SN 872,382. Seaboard Industries, Hawthorne, N.J. Filed Oct. 2, 1970.

No claim is made to the word "Pool" apart from the mark as shown without waiving any common law rights therein.

For Swimming Pool Chemicals for Filtering, Cleaning and Chlorinating the Water (Int. Cl. 1).

First use on or about May 15, 1970.

SN 874,799. Coulter Electronics Limited, Dunstable, England. Filed Oct. 30, 1970.

SOMATON

For Laboratory Reagent Comprising an Electrolyte Solution for Counting Leucocytes in Milk With an Electronic Particle Counter (Int. Cl. 1).

First use July 9, 1970; in commerce Oct. 4, 1970.

SN 881,658. Virginia Chemicals Inc., Portsmouth, Va. Filed Jan. 21, 1971.

931

For Corrosion Inhibiting Formulation for Use in Water Systems To Control Corrosion of Distribution Lines, Heaters, and Other Conductive Media (Int. Cl. 1).

First use July 31, 1970.

Class 8 — Smokers' Articles, Not Including Tobacco Products

SN 353,918. Achille Savinelli, Milan, Italy. Filed Mar. 12, 1970.

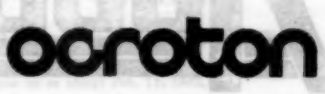
Applicant disclaims the representation of pipes as such from the mark as a whole, without, however, relinquishing any common law rights thereto.

For Smokers' Articles, That Is: Pipes, Cigarette-Holders, Pipeholders, Tobacco Pots, Tobacco Pouches, Pipe Companions, Pipe Reamers, and Cigarette-Holder Filters (Int. Cl. 34).

First use November 1963; in commerce November 1963.

Class 12 — Construction Materials

SN 339,624. Octrooibureau N.V., Te Baarn, Netherlands. Filed Sept. 8, 1969.



Owner of Dutch Reg. No. 170,243, dated Feb. 19, 1969.

For Prefabricated Floors Made of a Combination of Plastic and Concrete (Int. Cl. 19).

SN 362,248. Alsco Anaconda, Inc., Akron, Ohio, assignee of Harvard Industries, Inc., Akron, Ohio. Filed June 10, 1970.

SNAP-ON

For Corner Posts Used on Exterior Aluminum Siding (Int. Cl. 6).
First use June 1969.

SN 376,603. Owatonna Concrete Products, Inc., Owatonna, Minn. Filed Nov. 19, 1970.

EXPO-STONE

For Concrete Exposed Aggregate Blocks and Bricks (Int. Cl. 19).
First use October 1969.

SN 376,666. Birma Products Corporation, Sayreville, N.J. Filed Nov. 20, 1970.

BIRMA
BIRGLAS

Owner of Reg. No. 858,478.
For Insulation Blanket Formed of Fine Elongated Fibers Bonded With a Resin for Providing Thermal and Acoustical Insulation for Both Low and High Temperature Applications (Int. Cl. 17).
First use July 1, 1970.

SN 379,307. Tridair Industries, Redondo Beach, Calif. Filed Dec. 21, 1970.

KIMSTOCK

For Prefabricated Fiberglass Bathtub-Shower and Shower Units (Int. Cl. 11).
First use May 27, 1963.

SN 383,408. By-Pass Paint Shop, Inc., Elkhart, Ind. Filed Feb. 10, 1971.

For Painted Wood Mouldings (Int. Cl. 19).
First use Aug. 15, 1957.

SN 384,377. Lafarge Canada Ltd., Vancouver, British Columbia Canada. Filed Mar. 15, 1971.

FONDAG

Owner of Canadian Reg. No. 171,441, dated Sept. 18, 1970.
For Grouting Compounds (Int. Cl. 19).

Class 13—Hardware and Plumbing and Steam-Fitting Supplies

SN 347,277. Robert J. Kane, d.b.a. Kaneco, Phoenix, Ariz. Filed Dec. 29, 1969.

The drawing is lined for the color blue.
For Chlorinating Apparatus and Parts Thereof for Swimming Pools (Int. Cl. 11).
First use Nov. 19, 1957.

SN 351,028. Fluidic Controls Corporation, South Hackensack, N.J. Filed Feb. 10, 1970.

FLUICON

For Fluidic-Pneumatic Valves and Controls Therefor (Int. Cl. 6).
First use Nov. 11, 1969.

Class 15—Oils and Greases

SN 352,401. Witco Chemical Corporation, New York, N.Y. Filed Feb. 25, 1970.

GLACIER

For Lubricating Oils for Lubricating Refrigeration Compressors (Int. Cl. 4).
First use on or about Feb. 2, 1970.

SN 386,747. Tri-State Tool & Steel Co., Inc., Rockford, Ill. Filed Mar. 18, 1971.

LANCER

For Cutting Fluids and Coolants Machine Tool (Int. Cl. 4).
First use at least as early as November 1966.

SN 397,198. Texaco Inc., New York, N.Y. Filed July 13, 1971.

TEXGOLD

For Soluble Oil (Int. Cl. 4).
First use May 30, 1970.

Class 16—Protective and Decorative Coatings

SN 392,055. Ecodyne Corporation, Chicago, Ill. Filed May 14, 1971.

ECODYNE

For Epoxy Resin Coatings (Int. Cl. 2).
First use April 1971.

Class 17—Tobacco Products

SN 394,889. R. J. Reynolds Tobacco Company, Winston-Salem, N.C. Filed June 15, 1971.

PACE

Owner of Reg. No. 415,225.
For Cigarettes (Int. Cl. 34).
First use June 14, 1971.

Class 18—Medicines and Pharmaceutical Preparations

SN 296,588. Seperic, Murten, Switzerland. Filed Apr. 25, 1968.

EGIC

Owner of Swiss Reg. No. 230,364, dated Feb. 26, 1968.
For Pharmaceuticals for the Treatment of Humans and Pharmaceutical Veterinary Preparations (Int. Cl. 5).

SN 372,435. Merit Merchandisers, Inc., Avon, Mass. Filed Oct. 5, 1970.

For Petroleum Jelly, Witch Hazel, Boric Acid, Epsom Salts, Aspirin, Milk of Magnesia, Rubbing Alcohol, Hydrogen Peroxide, Calamine Lotion, Mineral Oil, Merbromin, Thimerosal, and Glycerine Suppositories (Int. Cl. 5).
First use at least as early as 1942.

SN 397,965. Montgomery Ward & Co., Incorporated, Chicago, Ill. Filed July 21, 1971.

MARCOR

For Vitamins (Int. Cl. 5).
First use Apr. 22, 1971.

Class 19—Vehicles

SN 345,879. Transportation Technology, Inc., Madison Heights, Mich. Filed Dec. 10, 1969.

HOVAIR

For Motor Vehicles Supported by Air Cushion Devices for Propulsion Over Rails, Tracks or Guideways for Carrying Passengers or Cargo, and Air Cushion Devices for Such Vehicles (Int. Cl. 12).
First use Dec. 5, 1968.

SN 363,735. A. B. Chance Company, Centralia, Mo. Filed June 26, 1970.

SADDLE/PAK

For Motor Truck Structural Body Units (Int. Cl. 12).
First use Apr. 7, 1970.

SN 363,736. A. B. Chance Company, Centralia, Mo. Filed June 26, 1970.

ADDA/PAK

For Motor Truck Structural Body Units (Int. Cl. 12).
First use Apr. 6, 1970.

SN 364,040. North American Rockwell Corporation, Pittsburgh, Pa. Filed July 10, 1970.

UNI-LEVER

For Steering Systems for Marine Craft—Namely, Wheel-Helm Cable and Cable Connection Kits (Int. Cl. 12).
First use June 3, 1969.

SN 365,413. Bombardier Limited, Valcourt, Quebec, Canada. Filed July 16, 1970.

SAFARI

For All-Terrain Vehicles and Structural Parts Therefor and Off-Road Passenger Carrying Endless Tracked Vehicles and Structural Parts Therefor (Int. Cl. 12).
First use Oct. 30, 1969; in commerce Oct. 30, 1969.

SN 367,355. North American Leisure Vehicles, Inc., Boston, Mass. Filed Aug. 6, 1970.

NORTH AMERICAN FLYER

Applicant disclaims the term "North American" apart from the mark as a whole.
For Snowmobiles (Int. Cl. 12).
First use June 24, 1970.

SN 367,700. Officine Alfieri Maserati S.p.A., Modena, Italy. Filed Aug. 11, 1970.

The drawing is lined for the colors red and blue, but no claim is made to color. Owner of U.S. Reg. No. 677,943.
For Road Vehicles—Namely, Motor Cars, Racing Cars, Trucks and Lorries (Int. Cl. 12).
First use January 1926; in commerce July 1, 1935.

SN 369,760. Columbia Yacht Corporation, Costa Mesa, Calif. Filed Sept. 3, 1970.

The drawing is lined for the colors red and blue.
For Boats (Int. Cl. 12).
First use at least as early as Mar. 31, 1965.

SN 379,823. Republic Modular Homes, Inc., Arlington, Tex. Filed Dec. 30, 1970.

AMERICANA

For Mobile Homes (Int. Cl. 12).
First use Mar. 22, 1960.

SN 382,514. Bombardier Limited, Valcourt, Quebec, Canada. Filed Feb. 1, 1971.

VALMONT

For Snowmobiles and Parts Thereof (Int. Cl. 12).
First use October 1970; in commerce October 1970.

SN 386,150. Kamp-O-Ree Manufacturing Company, Greensboro, N.C. Filed Mar. 12, 1971.

Kamp-O-ree

For Recreational Vehicles—Namely, House Trailers, Camp Trailers, and Pick-Up Truck Campers (Int. Cl. 12).
First use Jan. 15, 1971.

SN 397,526. Universal Oil Products Company, Des Plaines, Ill. Filed July 16, 1971.

SNO-VIKING

Owner of Reg. Nos. 750,785, 869,972, and 883,672.
For Seat Mountings, Seat Suspensions, Seat Shock Absorbers and Springs, and Seats for Land Vehicles, and Parts Thereof for Replacement and Repair (Int. Cl. 12).
First use on or prior to June 3, 1971.

SN 400,796. Travco Corporation, Brown City, Mich. Filed Aug. 20, 1971.

TRAVCO

For Motor Homes (Int. Cl. 12).
First use May 28, 1968.

Class 21—Electrical Apparatus, Machines, and Supplies

SN 317,859. Mitsumi Electric Co. Ltd., Kitatama-gun, Tokyo, Japan. Filed Jan. 29, 1969.

SNACTION

Priority claimed under Sec. 44(d) on Japanese application filed Dec. 13, 1968; Reg. No. 899,588, dated May 31, 1971.
For Electro Switches (Int. Cl. 9).

SN 347,037. Nira N.V., Emmen, Netherlands. Filed Dec. 23, 1969.

TelePack

For Combined Signalization and Pocket Paging System for Use in Old People's Homes, Nursing Homes and Larger Hotels (Int. Cl. 9).
First use September 1968; in commerce September 1968.

SN 348,665. Illumination Industries, Inc., Sunnyvale, Calif. Filed Jan. 15, 1970.

For Electric High Density Light Sources—Namely, Mercury and Xenon Short Arc Lamps, Xenon Flash Lamps, and Lamp Power Supplies (Int. Cls. 9 and 11).
First use in about November 1965.

SN 351,216. James B. Lansing Sound, Inc., Los Angeles, Calif. Filed Feb. 12, 1970.

AQUARIUS

For High Fidelity Loudspeakers and Speaker Enclosures (Int. Cl. 9).
First use Jan. 6, 1970.

SN 361,182. T & R Electric Supply Company, Inc., Colman, S. Dak. Filed May 28, 1970.

T & R

For Electrical Transformers, Electrical Generators, Electrical Regulators, and Circuit Breakers (Int. Cl. 9).
First use July 15, 1965.

SN 367,231. Profile Electronics Inc., Concord, N.H. Filed Aug. 5, 1970.

PE

For Electronic and Electrical Controlling and Switching Devices—Namely, Coils, Transformers, and Relays (Int. Cl. 9).
First use May 15, 1970.

SN 371,544. Workman Electronic Products, Inc., Sarasota, Fla. Filed Sept. 23, 1970.

SANS-A-FUSE

Applicant disclaims the word "Fuse" apart from the mark as shown.
For Circuit Breakers in Television Sets (Int. Cl. 9).
First use Oct. 31, 1969.

SN 372,640. Sprague Electric Company, North Adams, Mass. Filed Oct. 6, 1970.

VARINET

For Variable Capacitance Networks (Int. Cl. 9).
First use Aug. 14, 1970.

SN 373,590. Tideland Signal Corporation, Houston, Tex. Filed Oct. 16, 1970.

TIDELAND

For Electric Marine Signal Lanterns Including Parts Therefor—Namely, Electronic Flashers, Lamp Changer Unit and Voltage-Sensors; Electric Marine Audible Signal Horns; Marine Signal Monitoring Systems Including Sensors and Electrical Monitoring Circuits for Indicating the operation of Horns and Marine Lights; Battery Chargers; Power Supplies, Voltage Regulators; and Battery Holding Boxes (Int. Cl. 9).
First use October 1964, on marine signal lanterns.

SN 373,591. Tideland Signal Corporation, Houston, Tex. Filed Oct. 16, 1970.

SEABEACON

For Marine Navigational Lanterns (Int. Cl. 9).
First use January 1970.

SN 381,971. Thomas & Betts Corporation, Elizabeth, N.J. Filed Jan. 25, 1971.

FILLERLOK

For Electrical Connectors—Namely, Electrical Compression Connectors, Terminals, Taps, Splicers, Fittings, and Terminal Blocks (Int. Cl. 9).
First use in or about September 1964.

SN 384,724. Micro/Acoustics Corp., White Plains, N.Y. Filed Feb. 24, 1971.

MICROSTATIC

For Loudspeakers (Int. Cl. 9).
First use Nov. 5, 1970.

SN 389,485. Project Physics, Belmont, Mass. Filed Apr. 19, 1971.

PROJECT PHYSICS

Applicant disclaims the word "Physics" apart from the mark as shown. Owner of Reg. No. 891,116.
For Power Supplies and Amplifiers (Int. Cl. 9).
First use at least as early as 1969.

SN 391,489. Hutson Industries, Inc., Dallas, Tex. Filed May 10, 1971.

DI-MESA

For Semiconductor Devices, and in Particular Semiconductor Triac's and Silicon Controlled Rectifiers (Int. Cl. 9).
First use at least as early as April 1971.

Class 22 — Games, Toys, and Sporting Goods

SN 368,069. Export Sales Corporation, Dallas, Tex. Filed Aug. 14, 1970.

DUCE
MARK OF EXCELLENCE

Applicant disclaims "Mark of Excellence" apart from the mark as shown.
For Amusement Rides; To Wit, Roundabouts, Coaster Cars, and Bumper Cars (Int. Cl. 28).
First use Jan. 31, 1969.

SN 386,310. The American Basketball Association, New York, N.Y. Filed Mar. 15, 1971.

The drawing is lined for the colors red and blue.
For Basketballs (Int. Cl. 28).
First use July 1, 1967.

Class 23—Cutlery, Machinery, and Tools, and Parts Thereof

SN 340,616. F. L. Smidth & Co., New York, N.Y. Filed Oct. 13, 1969.

TRONYON

For Driving and Reduction Gearing (Int. Cl. 7).
First use Nov. 1, 1928.

SN 341,133. Avildsen Tools and Machines, Inc., Chicago, Ill. Filed Oct. 20, 1969.

CENTURY

Owner of Reg. No. 523,539.
For Hand Tools—Namely, Metal and Masonry Abrasive Cut Off Blades; Hacksaw Blades; Hacksaw Frames; Taps; Dies; Tap and Die Sets; Files; File Blades; Planes; Combination File and Planes; Screw and Bolt Extractors; Reamers; Die Stocks; and Tap Wrenches (Int. Cl. 8).
First use May 15, 1968.

SN 345,678. Rotary Power, Inc., Houston, Tex. Filed Dec. 8, 1969.

HYDRAJUST

For Self-Leveling Tractor Seats (Int. Cl. 12).
First use on or before Feb. 21, 1969.

SN 347,955. The Neff Athletic Lettering Company, Greenville, Ohio. Filed Jan. 7, 1970.

QUIK-SET

For Lettering Press Utilizing Heat for Applying Letters, Numbers, Insignia and the Like to Cloth-Like Material (Int. Cl. 7).
First use Sept. 30, 1968.

SN 353,475. E. Fröhlich AG, Muhlehorn, Switzerland. Filed Mar. 9, 1970.

EFF-INOX

Priority claimed under Sec. 44(d) on Swiss Reg. No. 241,727, dated Sept. 10, 1969.
For Weaving Healds, Heald Frames, Weaving Harnesses, Drop Wires and Warp Stop Motions, All Being Parts of Weaving Machines, All These Articles of Non-Corroding Metals (Int. Cl. 7).

SN 356,391. Fluidrive Engineering Company Limited, Isleworth, Middlesex, England. Filed Apr. 9, 1970.

For Hydraulic Transmission Units and Parts and Fittings Therefor (Int. Cl. 7).
First use 1958; in commerce Feb. 1, 1968.

SN 360,772. Marvin Landplane Co., Woodland, Calif. Filed May 25, 1970.

PLANEMASTER

For Earth-Working Implement—Namely, a Tractor-Drawn Leveler (Int. Cl. 7).
First use Apr. 27, 1970.

SN 361,705. The Ducon Company, Inc., Mineola, N.Y. Filed June 4, 1970.

MULTIVANE

For Centrifugal Gas Scrubbers (Int. Cl. 7).
First use at least as early as 1947.

SN 365,587. Hesston Corporation, Hesston, Kans. Filed July 7, 1970.

BEAN BUCKET

The word "Bean" is disclaimed apart from the mark as shown.
For Agricultural Implements—Namely, Combine Attachments for Harvesting Soybeans (Int. Cl. 7).
First use May 22, 1970.

SN 371,620. Midwestern Industries, Inc., Massillon, Ohio. Filed Sept. 24, 1970.

MIDWESTERN

For Vibratory Material Separators, Vibratory Separator Screens, Plastic Sieves, Sieve Shakers and Sifters (Int. Cl. 7).
First use in or about June 1969.

SN 372,777. Robert F. Bruck, d.b.a. Ottinger Machine Shop, Logansport, Ind. Filed Oct. 8, 1970.

"JIFFY"

For Hand Tool for Repair of Battered Threads on Axles, Shafts, Piston Rods, and the Like (Int. Cl. 8).
First use January 1970.

SN 377,458. The Owen Bucket Company, Cleveland, Ohio. Filed Nov. 30, 1970.

HO-CLAM

For Clam Shell Bucket Useable on a Back Hoe Digging Machine, Crane, Loader or Boom (Int. Cl. 7).
First use Aug. 27, 1970.

SN 380,854. American Chemosol Corporation, New York, N.Y. Filed Jan. 13, 1971.

CHEMOSOL

Owner of Reg. No. 896,715.
For Chemical Injectors for Treating Tobacco Products (Int. Cl. 7).
First use June 8, 1970.

SN 352,579. Midland-Ross Corporation, Cleveland, Ohio. Filed Feb. 1, 1971.

SUPER FLEX

For Dies or Nozzles Attachable to Extruders for Producing Sheets and Films (Int. Cl. 7).
First use on or about Apr. 29, 1970.

SN 383,229. Kabushiki-Kaisha Isowa Tekkosho, Nagoya, Japan. Filed Feb. 8, 1971.

ISOWA

For Paper Processing Machines Including Corrugators, Printer Slotters, Flexo Printer Slotters, Rotary Die Cutters, Slitter Scorers, Wire Stitchers, and Single Facers, and Parts Therefor (Int. Cl. 7).
First use 1960; in commerce 1967.

SN 383,280. Sterner Industries, Inc., Harrison, N.J. Filed Feb. 8, 1971.

VIBRA-POWER

For Aquarium Pumps (Int. Cl. 7).
First use Aug. 3, 1964.

SN 383,749. Oneida Ltd., Oneida, N.Y. Filed Feb. 12, 1971.

GALVESTON

For Flatware Made of Non-Precious Metal (Int. Cl. 8).
First use Jan. 28, 1971.

SN 384,365. Tyee Aircraft, Inc., Everett, Wash. Filed Feb. 19, 1971.

TYEE

For Screw Machine Products, i.e., Bearings and Bushings (Int. Cl. 7).
First use Jan. 14, 1965.

SN 389,984. Industrial Clean Air, Inc., Berkeley, Calif. Filed Apr. 22, 1971.

PULSE-CLEAN

For Environment Control Equipment—Namely, Mechanical Dust Collectors (Int. Cl. 11).
First use on or about July 15, 1970.

Class 26—Measuring and Scientific Appliances

SN 351,184. Atlantic Microfilm Corporation, Menlo Park, Calif. Filed Feb. 12, 1970.

MICRO-PIN

For Microfiche Making Equipment Comprised of a Programmer, Formulator, Film Trimmer, and Parts Thereof (Int. Cl. 9).
First use at least as early as Jan. 2, 1970.

SN 355,241. George Kent Limited, Luton, England. Filed Mar. 27, 1970.

FLEXAIR

Owner of British Reg. No. 890,925, dated Feb. 19, 1966.
For Panel Instruments for Displaying Control and/or Read-Out Signals, With or Without Recording Facilities, for Use in Manual and/or Automatic Control Installations Which Are Pneumatically Operated; and Parts and Fittings for the Aforesaid Goods (Int. Cl. 9).

SN 358,768. Ernest Leitz, G.m.b.H., Wetzlar/Lahn, Germany. Filed May 4, 1970.

DIALUX

For Microscopes (Int. Cl. 9).
First use as early as Jan. 1, 1953; in commerce Jan. 15, 1969.

SN 360,510. Domain Industries, Inc., New Richmond, Wis., by change of name from Doughboy Industries, Inc., New Richmond, Wis. Filed May 22, 1970.

CLEAN-O-CATOR

For Mechanism for Visually Indicating the Degree of Contamination of Filter Media in a Filtration Apparatus or System (Int. Cl. 11).
First use Aug. 25, 1969.

SN 361,136. Lehigh Valley Electronics, Inc., Fogelsville, Pa. Filed May 28, 1970.

TAPAC

For Machine Scorable Testing Console Incorporating an Audio Section, a Visual Section, a Response Manipulation Section, a Programming Section and a Recording Section (Int. Cl. 9).
First use Feb. 14, 1968.

SN 365,460. Precision Instrument Company, Palo Alto, Calif. Filed July 16, 1970.

DATA STRIP

For Electronic Computer Storage Medium (Int. Cl. 9).
First use June 1, 1969.

SN 366,364. Johns-Manville Corporation, New York, N.Y. Filed July 27, 1970.

SONITE

For Low Impedance Pressure Material for Use as a Decoupler or Reflector in Underwater Sound and Signaling Devices (Int. Cl. 9).
First use at least on or about May 8, 1970.

SN 369,667. Diablo Systems Incorporated, Hayward, Calif. Filed Sept. 2, 1970.

Diablo Systems Incorporated

Applicant disclaims the words "Systems Incorporated."
For Removable Cartridge Disk Drives for Use With Computers (Int. Cl. 9).
First use Mar. 31, 1970.

SN 370,145. Nelson Sales Company, Kansas City, Mo. Filed Sept. 8, 1970.

For Directional Compasses (Int. Cl. 9).
First use in or about September 1967.

SN 371,058. Data Technology Corporation, Palo Alto, Calif. Filed Sept. 18, 1970.

DIGI-MET

For Alphanumeric Time and Weather Display Systems Including, Television Type Display Monitors, Mast-Mounted Yoke Assemblies Supporting a Wind Vane and a Anemometer and a Temperature Sensor and a Humidity Sensor, Tripod-Mounted Assemblies Supporting a Precipitation Gauge and a Barometer, and Electronic Interface Units (Int. Cl. 9).
First use June 7, 1970.

SN 372,361. Monitor Business Machines, Inc., Chatsworth, Calif. Filed Oct. 2, 1970.

No registration rights are claimed for the words "Toll Timer" apart from the mark shown, but the applicant waives none of its common law rights in the mark shown or any feature thereof.
For Telephone Call Duration Timer (Int. Cl. 9).
First use Feb. 1, 1970.

SN 373,919. Lion Precision Corporation, Newton, Mass. Filed Oct. 21, 1970.

METRI-GAP

For Electronic Micrometers (Int. Cl. 9).
First use February 1969.

SN 375,887. The Corporation of Gonzaga University, Spokane, Wash. Filed Nov. 12, 1970.

GONZALAB

For Mobile Laboratory for Atmospheric Sampling and Analysis (Int. Cl. 9).
First use June 1, 1970.

SN 378,394. Scott Paper Company, Delaware County, Pa. Filed Dec. 10, 1970.

FOTORAMIC

For Lithographic Plates (Int. Cl. 7).
First use September 1963.

SN 382,332. Advanced Research Instrument Systems, Inc., Austin, Tex. Filed Jan. 29, 1971.

LEEMA-I

For Electron Modulated Analyser (Int. Cl. 9).
First use Dec. 1, 1970.

SN 384,971. Synergetics Research Inc., Princeton, N.J. Filed Feb. 26, 1971.

CHROMABEAM

For Tunable Lasers (Int. Cl. 9).
First use Dec. 24, 1970.

SN 386,155. Mylee Digital Sciences, Inc., St. Louis, Mo. Filed Mar. 12, 1971.

MYLEE

For Electronic Data Processing Equipment Performing Data Storage and Retrieval Functions, Print-Out and Display Terminals and Parts Therefor (Int. Cl. 9).
First use at least as early as March 1969.

SN 387,926. Purex Corporation, Ltd., Lakewood, Calif. Filed Mar. 31, 1971.

CLORFLOAT

For Metering Chlorine Dispensers for Swimming Pools (Int. Cl. 9).
First use Feb. 16, 1971.

SN 392,870. Parke, Davis & Company, Detroit, Mich. Filed May 24, 1971.

UNI/USE

For Programmed Systems and Equipment for Storage, Dispensing and Recording of Medication in Hospitals, Nursing Homes, and the Like (Int. Cl. 9).
First use on or before Mar. 17, 1971.

SN 397,416. Interdata, Incorporated, Oceanport, N.J. Filed July 15, 1971.

INTERTAPE

For Cassette Tape Systems for Use With Data Processing Equipment and Parts Therefor (Int. Cl. 9).
First use at least as early as Mar. 20, 1971.

Class 27 — Horological Instruments

SN 370,352. Mortyme Clock Works Co., Florissant, Mo. Filed Sept. 10, 1970.

MORTYME CLOCK WORKS

The words "Clock Works" are disclaimed apart from the mark as shown.
For Clocks (Int. Cl. 14).
First use Aug. 31, 1970.

SN 370,988. Sparky's Inc., St. Thomas, Virgin Islands. Filed Sept. 18, 1970.

BRICHOT

For Watches and Watch Cases (Int. Cl. 14).
First use 1965.

SN 372,464. Compagnie des Montres Longines, Francillon, S.A.(Longines Watch Co., Francillon Ltd.), St. Imier (Berne), Switzerland. Filed Oct. 5, 1970.

ULTRA QUARTZ

Priority claimed under Sec. 44(d) on Swiss Reg. No. 246,194, dated Apr. 3, 1970. Applicant claims no exclusive rights in the word "Quartz" apart from the mark as shown.
For Watches, Alarm Clocks, Small Desk Clocks, and Chronographs (Int. Cl. 14).

SN 391,320. Josmar Watch S.A., Bettlach, Switzerland. Filed May 6, 1971.

JOSMAR

Owner of Swiss Reg. No. 172,610, dated Oct. 23, 1958.
For Watches, Watch Movements, Dials and Parts Thereof (Int. Cl. 14).

SN 392,127. Waltham Watch Company, Chicago, Ill. Filed May 14, 1971.

CADETTE

For Watches (Int. Cl. 14).
First use Apr. 15, 1971.

Class 28 — Jewelry and Precious-Metal Ware

SN 234,512. Carroll F. Chatham, d.b.a. Chatham Research Laboratories, San Francisco, Calif. Filed Dec. 13, 1965.

CHATHAM CREATED

Owner of Reg. Nos. 716,838 and 716,839.
For Unmounted Gems—Namely, Alexandrite Crystals Grown According to a Special Process (Int. Cl. 14).
First use on or about Sept. 20, 1962.

SN 234,515. Carroll F. Chatham, d.b.a. Chatham Research Laboratories, San Francisco, Calif. Filed Dec. 13, 1965.

CHATHAM CREATED

Owner of Reg. Nos. 716,838 and 716,839.
For Unmounted Gems—Namely, Sapphire Crystals Grown According to a Special Process (Int. Cl. 14).
First use on or about Sept. 20, 1962.

SN 366,877. Amtel Arts Inc., Attleboro, Mass. Filed Aug. 3, 1970.

Hayward

Owner of Reg. No. 511,599.
For Men's and Ladies' Jewelry—Namely, Cufflinks, Necktie Fasteners, Tie Clips, Religious Medals, Lockets, Crosses, Bracelets, Charms, Pendants, and Brooches (Int. Cl. 14).
First use September 1968.

SN 370,408. Heavenly Creations, Inc., Norfolk, Va. Filed Sept. 11, 1970.

Heavenly Creations

Applicant disclaims the expression "Creations" apart from the mark as shown. Owner of Reg. Nos. 830,574 and 875,205.
For Jewelry and Ornaments for the Hair Made in Whole or in Part of Precious or Semi-Precious Metals or of Precious or Semi-Precious Stones—Namely, Braid Rings, Clasps, Decorated Combs, Tiaras, and Decorative Attachments (Int. Cl. 14).
First use April 1964.

SN 390,344. Vargas Manufacturing Company, Providence, R.I. Filed Apr. 26, 1971.

BRAZILIA FIRE

For Jewelry (Int. Cl. 14).
First use on or about Apr. 19, 1971.

SN 390,428. T. G. Plant, Jr., San Francisco, Calif. Filed Apr. 27, 1971.

TIE-BAC

For Tie Chains (Jewelry and Precious-Metal Ware) (Int. Cl. 14).
First use Apr. 15, 1971.

SN 390,801. Hamilton Watch Company, Lancaster, Pa. Filed Apr. 30, 1971.

GOLDEN AEGEAN WEAVE

For Sterling Silver Flatware (Int. Cl. 8).
First use Apr. 6, 1971.

SN 391,080. Wallace L. Dixon, d.b.a. Pacific Gemstones, Granada Hill, Calif. Filed May 4, 1971.

444

For Jewelry (Bracelets, Necklaces, Pins, Earrings, Brooches, and Pendants) (Int. Cl. 14).
First use Apr. 12, 1971.

SN 391,092. Litton Systems, Inc., Morris Plains, N.J. Filed May 4, 1971.

EMR

Owner of Reg. No. 898,731.
For Jewelry, Including Rings Mounting Simulated Precious Stones, and Simulated Precious Stones (Int. Cl. 14).
First use Oct. 14, 1970.

SN 391,093. Litton Systems, Inc., Morris Plains, N.J. Filed May 4, 1971.

GMR

Owner of Reg. No. 898,731.
For Simulated Diamonds for Use in Jewelry (Int. Cl. 14).
First use Aug. 25, 1970.

SN 391,097. McGrath-Hamin, Inc., Providence, R.I. Filed May 4, 1971.

KARATGEM

For Synthetic Gems (Int. Cl. 14).
First use on or about Apr. 28, 1971.

SN 391,298. Feature Ring Co., Inc., New York, N.Y. Filed May 6, 1971.

BIRTHSTAR

For Finger Rings and Finger Ring Mountings Made of Precious Metal (Int. Cl. 14).
First use on or about Apr. 23, 1971.

SN 391,424. Helsberg's Diamond Shops, Inc., Kansas City, Mo. Filed May 7, 1971.

HDS

For Men's and Ladies' Diamond Finger Rings (Int. Cl. 14).
First use Feb. 1, 1963.

SN 392,102. Grace Beall and Herschel Beall (joint owners), Nampa, Idaho. Filed May 17, 1971.

GH

For Jewelry (Int. Cl. 14).
First use Feb. 10, 1969.

SN 392,219. Cole National Corporation, Jersey City, N.Y. Filed May 17, 1971.

TOPPS FLEX

Owner of Reg. Nos. 526,976, 717,582, and others.
For Watch Bands (Int. Cl. 14).
First use Mar. 22, 1971.

Class 31 — Filters and Refrigerators

SN 363,319. Lantz International Corporation, Villanova, Pa. Filed June 22, 1970.

LANTZ

For Refrigerators and Freezers (Int. Cl. 11).
First use on or about Nov. 13, 1969.

SN 372,019. General Filter Company, Ames, Iowa. Filed Sept. 29, 1970.

DuoVAL

For Water Filtration Equipment—Namely, Filtration Tank Units and Associated Inlet and Outlet Controls (Int. Cl. 11).
First use on or before Sept. 4, 1970.

SN 374,987. Eureka Products Co., Inc., Newark, N.J. Filed Nov. 2, 1970.

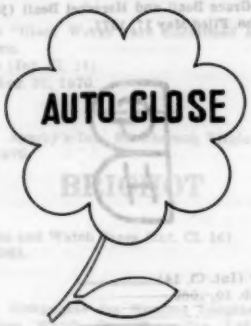
FILTER FLUFF

Applicant disclaims the word "Filter" apart from the mark as shown.

For Filters and Filter Materials—Namely, Material Used in Box Filters Placed Inside or Outside of Tropical Fish Aquariums Which Filters Dirt as Water Passes Therethrough (Int. Cl. 11).

First use on or about Feb. 1, 1962.

SN 382,839. Studley Paper Company, Inc., Inwood, N.Y. Filed Feb. 3, 1971.



For Vacuum Cleaner Filter Bags (Int. Cl. 7).

First use Jan. 12, 1971.

Class 32 — Furniture and Upholstery

SN 330,375. U.S. Plywood-Champion Papers Inc., New York, N.Y., assignee of Drexel Enterprises, Inc., Drexel, N.C. Filed June 18, 1969.

WELLINGTON PARK BY DREXEL

Owner of Reg. No. 510,054, and others.

For Bedroom, Dining Room and Occasional Furniture (Int. Cl. 20).

First use Dec. 17, 1968.

SN 373,741. The Vecta Group, Inc., Kalamazoo, Mich., by change of name from Tartan Corporation, Kalamazoo, Mich. Filed Oct. 19, 1970.

BURKE ACTON

For Office, Library and School Furnishings, Specifically: Desks, Credenzas, Library Carrells, Library Charge-Out Desks, Library Cabinets, Office Cabinets, Tables, Chairs, Costumers, Wardrobes, Sofas, Folding Tables, Umbrella Stands, Stools, Benches, Lecterns, Table Supporting Racks, Stands, and Magazine Racks (Int. Cl. 20).

First use July 24, 1970.

SN 381,984. Arnold J. Willis, d.b.a. Command Products Company, Chicago, Ill. Filed Jan. 25, 1971.

COMMAND

For Study Carrels for Libraries, Language Labs, and Audio-Visual Centers (Int. Cl. 20).

First use in May 1968.

SN 383,353. Hedstrom Company, Bedford, Pa. Filed Feb. 9, 1971.

THE CHANGER

For Juvenile Furniture—Namely, Infants' Dressing Tables (Int. Cl. 20).

First use December 1970.

SN 385,507. Play-Bear, Ltd., Skokie, Ill. Filed Mar. 4, 1971.

TIDY-TOWN

For Children's Furniture Including Toy Chests and Clothing Hampers (Int. Cl. 20).

First use Aug. 3, 1970.

Class 34 — Heating, Lighting, and Ventilating Apparatus

SN 347,772. Norton Company, Worcester, Mass. Filed Jan. 5, 1970.

SPECTRAMIC

For High Strength, Heat Resistant Molded Ceramic Parts for Heaters and Furnaces (Int. Cl. 11).

First use Sept. 1, 1968.

SN 364,871. Burger Chef Systems, Inc., Indianapolis, Ind. Filed July 10, 1970.

SANI-BROIL

For Gas Broilers for Commercial Use (Int. Cl. 11).

First use Apr. 11, 1969.

SN 365,661. Backson Manufacturing, Inc., Bridgeport, Conn. Filed July 20, 1970.

VENT-O-MATE

For Boat Ventilators (Int. Cl. 11).

First use Nov. 11, 1969.

SN 375,286. Bard Manufacturing Company, Bryan, Ohio. Filed Nov. 5, 1970.

WALL-AIRE

For Gas Furnace and Electric Air Conditioner in a Single Cabinet (Int. Cl. 11).

First use July 1970.

Class 35 — Belting, Hose, Machinery Packing, and Nonmetallic Tires

SN 349,774. Kureha Kagaku Kogyo Kabushiki Kaisha, Chuo-ku, Tokyo, Japan. Filed Jan. 27, 1970.

CORBIS

Priority claimed under Sec. 44(d) on Japanese application Filed Aug. 2, 1969; Reg. No. 922,325, dated Aug. 16, 1971.
For Accessories of Machines—Namely, Packings, Gaskets, Hoses, Washers Made of, or Mixed With, a Carbon Fiber (Int. Cl. 17).

Class 36 — Musical Instruments and Supplies

SN 352,454. Commerce Clearing House, Inc., Chicago, Ill. Filed Feb. 26, 1970.

Audilex

For Tape Recording of Matters Dealing With Law and Related Subjects (Int. Cl. 9).
First use Jan. 21, 1970.

SN 386,002. Plektron Corp., San Diego, Calif. Filed Mar. 10, 1971.

kaluba

For Musical Instruments (Int. Cl. 15).
First use Dec. 1, 1970.

SN 396,085. Cartwheel Records, Long Beach, Calif. Filed June 29, 1971.

CARTWHEEL

For Phonograph Records (Int. Cl. 9).
First use May 1967.
Subj. to Intf. with SN 398,165.

SN 398,165. Cartwheel Records, Inc., Gainesville, Ga. Filed July 23, 1971.

CARTWHEEL

For Records (Int. Cl. 9).
First use July 1, 1970.
Subj. to Intf. with SN 396,085.

Class 37 — Paper and Stationery

SN 377,440. International Paper Company, New York, N.Y. Filed Nov. 30, 1970.

CHAPTER THREE

For Papers Used in the Book Publication Field (Int. Cl. 16).
First use Sept. 5, 1970.

SN 378,390. Scott Paper Company, Delaware County, Pa. Filed Dec. 10, 1970.

CUT-RITE

Owner of Reg. Nos. 235,464, 847,621, and others.
For Machine-Glazed or Machine-Finished Tissue Paper Sold in Roll Form (Int. Cl. 16).
First use Nov. 18, 1970.

SN 378,392. Scott Paper Company, Delaware County, Pa. Filed Dec. 10, 1970.

OODLES OF DOODLES

For Machine-Glazed or Machine-Finished Tissue Paper Sold in Roll Form (Int. Cl. 16).
First use Nov. 18, 1970.

SN 388,361. Louis Heindl & Son, Inc., Rochester, N.Y. Filed Apr. 5, 1971.

MIX 'N' MATCH

For Slide Mounts and Masks for Photographic Transparencies (Int. Cl. 16).
First use Mar. 24, 1971.

SN 388,362. Louis Heindl & Son, Inc., Rochester, N.Y. Filed Apr. 5, 1971.

PYRO-SEAL

For Slide Mounts for Photographic Transparencies (Int. Cl. 16).
First use Aug. 31, 1970.

SN 388,363. Louis Heindl & Son, Inc., Rochester, N.Y. Filed Apr. 5, 1971.

SILVA

For Masks for Slides Containing Photographic Transparencies (Int. Cl. 16).
First use Aug. 31, 1970.

SN 388,977. Standard Paper Manufacturing Company, Richmond, Va. Filed Apr. 12, 1971.

STANPARCH

For Text and Cover Paper (Int. Cl. 16).
First use Oct. 14, 1965.

SN 388,978. Standard Paper Manufacturing Company, Richmond, Va. Filed Apr. 12, 1971.

AFTON

For Text and Cover Paper (Int. Cl. 16).
First use Apr. 27, 1965.

SN 390,021. Davis-Delaney-Arrow, Inc., New York, N.Y. Filed Apr. 23, 1971.

ECOLITH

For Printing Paper (Int. Cl. 16).
First use Apr. 13, 1971.

Class 38 — Prints and Publications

SN 339,158. Digital Equipment Corporation, Maynard, Mass. Filed Sept. 29, 1969.

EDGRIN

For Computer Software—Namely, Computer Program on Magnetic Tape, Paper Tape, or Punched Cards, and Instruction Manual for Said Program (Int. Cl. 9).
First use Mar. 7, 1969.

SN 350,013. Touraine Paints, Inc., Everett, Mass. Filed Jan. 29, 1970.

COLORVISION

For Color Chart Books and Fan-Out Decks of Color Strips Illustrating Sample Paint Colors (Int. Cl. 16).
First use June 1969.

SN 355,903. Phillip E. Ray, Las Vegas, Nev. Filed Apr. 3, 1970.

THE charger

For Advertising and Sales Promotional Publication (Int. Cl. 16).
First use July 1, 1969.

SN 359,689. Success Motivation Institute, Inc., Waco, Tex. Filed May 14, 1970.

Dynamics of Supervision

Without relinquishing any common law rights therein, the words "Dynamics of Supervision" are disclaimed apart from the mark as shown. Owner of Reg. Nos. 913,695, 913,698, and others.

For Educational and Training Courses Comprising Books, Booklets and Related Printed Instructional Material, and Sound Recordings Pertaining Thereto (Int. Cl. 16).

First use at least as early as Apr. 1, 1969; Mar. 16, 1962, as to "Dynamics of Supervision."

SN 365,565. K. C. Den Dooven, d.b.a. KC Publications, Flagstaff, Ariz. Filed July 17, 1970.

THE STORY BEHIND THE SCENERY

For Publications—Namely, Magazines and Soft Cover Books (Int. Cl. 16).
First use July 1967.

SN 373,881. American Association for the Surgery of Trauma, Burlington, Vt. Filed Oct. 21, 1970.

THE JOURNAL OF TRAUMA

For Periodical Magazine (Int. Cl. 16).
First use 1961.

SN 375,625. Manufacturers' Agents National Association, Los Angeles, Calif. Filed Nov. 9, 1970.

THE AGENT AND REPRESENTATIVE

For Magazine Especially for Manufacturers' Agents and Their Principals (Int. Cl. 16).
First use 1949.

SN 381,006. G. & D. Publications, Inc., New York, N.Y. Filed Jan. 15, 1971.

BLAST

For Periodical Publication—Namely, a Magazine (Int. Cl. 16).
First use Oct. 26, 1970.

SN 386,601. International Harvester Company, Chicago, Ill. Filed Mar. 17, 1971.

ENERGY SPECTRUM

For Magazine (Int. Cl. 16).
First use Mar. 4, 1970.

SN 386,703. GAF Corporation, New York, N.Y. Filed Mar. 18, 1971.

Man'age·ment newsletter

Without disclaimer of any common law rights, applicant disclaims the word "Newsletter" separate and apart from the mark as shown.

For Periodic Publications in the Nature of Newsletters (Int. Cl. 16).

First use at least as early as Nov. 12, 1970.

SN 387,040. Kampgrounds of America, Inc., Billings, Mont. Filed Mar. 22, 1971.

KOA

For Bumper Stickers and Decals, Car Signs, Postcards, and Business Cards (Int. Cl. 16).
First use June 1, 1967.

SN 387,407. GAF Corporation, New York, N.Y. Filed Mar. 25, 1971.

GAF MANAGEMENT NEWSLETTER

Without disclaimer of any common law rights, applicant disclaims the word "Newsletter" separate and apart from the mark as shown.
For Periodic Publications in the Nature of Newsletters (Int. Cl. 16).
First use at least as early as Nov. 12, 1970.

SN 394,959. Laboratory Computing, Inc., Madison, Wis. Filed June 16, 1971.

LABCOM

For Computer Programs (Int. Cl. 16).
First use at least as early as Feb. 9, 1970.

Class 39—Clothing

SN 356,276. Go Barefoot, Inc., Honolulu, Hawaii. Filed Apr. 8, 1970.

GO Barefoot In Paradise

For Sport Shirts for Men or Women (Int. Cl. 25).
First use Mar. 23, 1966; Sept. 24, 1965 as to "Go Barefoot in Paradise."

SN 358,083. Pretty Polly Limited, Sutton-in-Ashfield, England. Filed Apr. 27, 1970.

PP

For Panti-Hose and Tights for Women and Children; and Women's Stockings, and Slipperettes (Int. Cl. 25).
First use during 1960; in commerce July 1965.

SN 359,125. Naked Grape, Inc., New York, N.Y. Filed May 7, 1970.

THE NAKED GRAPE

For Pants, Slacks and Jeans, Shirts, Blouses and Combination Tops, Coats, Jackets and Capes (Int. Cl. 25).
First use Dec. 1, 1969.

SN 362,171. Schulte & Dieckhoff, Horstmar, Westphalia, Germany. Filed June 9, 1970.

CD

Owner of German Reg. No. 818,315, dated Jan. 12, 1966.
For Stockings and Shirts (Int. Cl. 25).

SN 367,308. City Stores Company, New York, N.Y. Filed Aug. 6, 1970.

Parfait

For Hosiery (Int. Cl. 25).
First use Jan. 25, 1928.

SN 368,418. Herbert J. Meyer Industries, Inc., New York, N.Y. Filed Aug. 19, 1970.

POLLY BY GOLLY

For Ladies' Sportswear—Namely, Coats, Slacks and Slack Sets, Shirts, Blouses and Skirts (Int. Cl. 25).
First use May 11, 1970.

SN 379,829. Alleson of Rochester, Inc., Rochester, N.Y. Filed Dec. 30, 1970.

ALLESON OF ROCHESTER

For Suits, Coats, Jackets, Slacks, Shirts, Sweaters, Underwear, Pajamas, Robes, Neckwear, Gloves, and Swimwear for Big Men and Small Men (Int. Cl. 25).
First use July 1, 1955.

SN 384,339. N & N Shirt Company, Inc., New York, N.Y. Filed Feb. 19, 1971.

ZONE ONE

For Men's and Boys' Dress and Sport Shirts and Athletic Goods—Namely, Athletic Sport and Outer Shirts (Int. Cl. 25).
First use Dec. 15, 1970.

SN 384,665. Brown Wooten & Guggenheim Mills, Inc., Burlington, N.C. Filed Feb. 24, 1971.

SQUEEZE ME

For Men's, Women's and Children's Socks (Int. Cl. 25).
First use Feb. 1, 1971.

SN 384,666. Brown Wooten & Guggenheim Mills, Inc., Burlington, N.C. Filed Feb. 24, 1971.

SQUEEZE HERE

For Men's, Women's and Children's Socks (Int. Cl. 25).
First use Feb. 1, 1971.

SN 384,954. Lori Till, Inc., New York, N.Y. Filed Feb. 26, 1971.

Lori till

For Dresses, Robes, and Lingerie (Int. Cl. 25).
First use Oct. 15, 1963.

SN 385,040. Americal Corporation, New York, N.Y. Filed Mar. 1, 1971.

SHOPPERS VALUE

For Hosiery and Panty Hose (Int. Cl. 25).
First use Jan. 14, 1971.

SN 385,049. Bellgrade Big Ace, Inc., Athens, Ga. Filed Mar. 1, 1971.

The Big Ace

For Jeans, Overalls, and Trousers (Int. Cl. 25).
First use 1919.

SN 385,061. Campus Sweater and Sportswear Company, Cleveland, Ohio. Filed Mar. 1, 1971.

VIBES

For Sweaters, Cloth Jackets, Sport Coats, Dress Shirts, Sport Shirts, Knit Shirts, T-Shirts, Slacks, Walk Shorts and Bathing Trunks (Int. Cl. 25).
First use Feb. 5, 1971.

SN 385,131. Primo Pants Company, St. Louis, Mo. Filed Mar. 1, 1971.

HELLS BELLS

For Men's and Young Men's Slacks (Int. Cl. 25).
First use May 2, 1969.

SN 385,198. Dan River Inc., Danville, Va. Filed Mar. 2, 1971.

HOTBOOTS

For Hosiery and Boot-Simulating Hosiery (Int. Cl. 25).
First use Feb. 12, 1971.

SN 385,199. Dan River Inc., Danville, Va. Filed Mar. 2, 1971.

FLATTERBOOTS

For Hosiery and Boot-Simulating Hosiery (Int. Cl. 25).
First use Feb. 12, 1971.

SN 386,642. Wolff Shoe Manufacturing Co., Union, Mo. Filed Mar. 17, 1971.

original Deb shoes

The words "Original" and "Shoes" are disclaimed apart from the mark as shown.
For Ladies' Dress and Casual Shoes (Int. Cl. 25).
First use August 1948.

SN 386,918. Yonehachi Tsunemi, Arakawa-ku, Tokyo, Japan. Filed Mar. 19, 1971.

EDWIN

Owner of Japanese Reg. No. 795,545, dated Oct. 26, 1968.
For Slacks, Blue Jeans, Working Coats, Working Trousers and Knickerbockers (Int. Cl. 25).

SN 387,050. Majestic Neckwear Ltd., Montreal, Quebec, Canada. Filed Mar. 22, 1971.

SURF KING

Owner of Canadian Reg. No. 114,024, dated May 8, 1959.
For Swimming Trunks, Bathing Suits and Matching or Contrasting Beach Jackets of Cotton and/or Terry Cloth (Int. Cl. 25).

SN 387,096. V.I.P. Imports, Inc., New York, N.Y. Filed Mar. 22, 1971.

V I P

Owner of Reg. No. 891,313.
For Boys' and Men's Hosiery, Gloves, Hats, Sweaters, Shoes and Slippers (Int. Cl. 25).
First use Jan. 13, 1968.

SN 387,147. Collins & Aikman Corporation, New York, N.Y. Filed Mar. 23, 1971.

SUNDAE

For Ladies' Hosiery (Int. Cl. 25).
First use Apr. 30, 1941.

SN 387,878. The Ansell Rubber Company Proprietary Limited, Richmond, Victoria, Australia. Filed Mar. 25, 1971.

Ansell

For Gloves (Int. Cl. 25).
First use prior to Jan. 1, 1930; in commerce prior to Feb. 28, 1961.

SN 388,311. Alba-Waldensian, Inc., Valdese, N.C. Filed Apr. 5, 1971.

JOHNNIE LONGS

For Men's and Boys' Waist to Toe Undergarments (Int. Cl. 25).
First use Feb. 19, 1971.

SN 388,689. Hosiery Rack, Incorporated, Springfield, N.J. Filed Apr. 8, 1971.

RAIN DROPS

For Panty Hose (Int. Cl. 25).
First use Mar. 24, 1971.

SN 388,789. International Playtex Corporation, New York, N.Y. Filed Apr. 9, 1971.

NOW YOU CAN

For Swimsuits (Int. Cl. 25).
First use Dec. 2, 1970.

SN 389,243. The Cannedge Company, Inc., Minneapolis, Minn. Filed Apr. 15, 1971.

CANNEDGE

For Canting Heel Wedge and Forward Lean Heel Wedge (Int. Cl. 25).
First use Jan. 1, 1967 on canting heel wedge.

SN 389,712. Nasharr Freres Ltd., Chicago, Ill. Filed Apr. 20, 1971.

NASHARR

Owner of Reg. No. 792,285.
For Handkerchiefs, Scarves, Shells, Sweaters, Slippers, Belts; and Ladies' Pull-Overs (Int. Cls. 24 and 25).
First use 1944.

SN 389,790. Victor Arcelus Inc., Long Island City, N.Y. Filed Apr. 21, 1971.

VANY

For Jackets, Coats, Suits, Pant Coats, Pants, Slacks, Vests, and Skirts (Int. Cl. 25).
First use Mar. 30, 1971.

Class 40—Fancy Goods, Furnishings, and Notions

SN 357,757. The Stephan Co., Fort Lauderdale, Fla. Filed Apr. 23, 1970.

Stephanie WIGS

The term "Wigs" is disclaimed apart from the mark as shown. Owner of Reg. No. 723,682.
For Wigs (Int. Cl. 26).
First use Mar. 12, 1970.

SN 390,620. Amerace Esna Corporation, New York, N.Y. Filed Apr. 29, 1971.

AFRO KING

Owner of Reg. No. 374,251 and others.
For Combs for Dressing, Ornamenting and Cleaning the Hair (Int. Cl. 21).
First use Jan. 7, 1971.

Class 42—Knitted, Netted, and Textile Fabrics, and Substitutes Therefor

SN 371,390. Johnson & Johnson, New Brunswick, N.J. Filed Sept. 22, 1970.

PATHO-GARD

For Disposable Towels, and Drapes (Int. Cl. 24).
First use Aug. 21, 1970.

SN 386,860. Samuel P. Gross, Inc., Philadelphia, Pa. Filed Mar. 19, 1971.

NEWBOLD FABRICS

No exclusive rights are claimed in the word "Fabrics."
For Textile Fabrics of Wool, Cotton, and Synthetic Fibers (Int. Cl. 24).
First use Dec. 15, 1913.

SN 387,401. Dan River Inc., Danville, Va. Filed Mar. 25, 1971.

RIVER RIBS

For Textile Fabrics in the Piece of Cotton or Synthetic Fibers of Any Combinations Thereof (Int. Cl. 24).
First use Mar. 3, 1971.

SN 388,698. Burlington Industries, Inc., New York, N.Y., assignee of Klopman Mills, Inc., Rockleigh, N.J. Filed Apr. 8, 1971.

SABBIOSO

For Fabrics in the Piece, Composed of Man-Made Fibers, and Fabrics in the Piece, Composed of Blends of Cotton Fibers and Man-Made Fibers (Int. Cl. 24).
First use at least as early as May 20, 1970.

SN 389,296. Sears, Roebuck and Co., Chicago, Ill. Filed Apr. 15, 1971.

FOOTLIGHTS

For Carpets (Int. Cl. 27).
First use on or about Aug. 30, 1968.

Class 43 — Thread and Yarn

SN 389,611. Phillips Petroleum Company, Bartlesville, Okla. Filed Apr. 19, 1971.

STRYTON

For Continuous Filament Nylon Yarn (Int. Cl. 23).
First use at least as early as Mar. 11, 1971.

Class 44 — Dental, Medical, and Surgical Appliances

SN 340,234. Angelica Corporation, St. Louis, Mo. Filed Oct. 9, 1969.

FREOSTAT

Owner of Reg. Nos. 755,136 and 882,926.
For Mayo Surgical Instrument Supporting Stand Covers, Surgical Drapes, Wiping Cloths for Medical and Surgical Purposes, Medical Apparatus Covers, Medical Equipment Covers, and Operating Room Table and Stand Covers (Int. Cl. 10).
First use Aug. 25, 1967.

SN 361,693. Gilbert Hyde Chick Company, Oakland, Calif. Filed June 4, 1970.

PATIENT ROLLER

For Board Having Rollers Thereon for Transferring Patients From One Location to Another, as, for Example, From a Bed to a Stretcher or the Like (Int. Cl. 10).
First use Sept. 18, 1953.

SN 364,704. Williams Form Engineering Corporation, Grand Rapids, Mich. Filed July 7, 1970.

For Machine To Cycle and Invert the Body for Better Blood Circulation to Head and Other Parts of the Body (Int. Cl. 10).
First use Feb. 5, 1970.

SN 374,991. Flat-Back Corporation, Kalamazoo, Mich. Filed Nov. 2, 1970.

POSTURE-POSE

For Vertebral Column Back Support (Int. Cl. 10).
First use Sept. 15, 1970.

SN 376,383. Sunbeam Corporation, Chicago, Ill. Filed Nov. 17, 1970.

LADY SUNBEAM

For Skin Treating Appliances and Parts Thereof for Cleaning, Massaging and Conditioning the Skin (Int. Cl. 10).
First use Aug. 29, 1968.

SN 377,175. Modumatic Industries, Inc., Bronx, N.Y. Filed Nov. 25, 1970.

QUEEN-AIR

For Dental Operatory Units, Specifically (Modular Instrumentation Including But Not Limited to Three-Way Syringe Module, High Volume Oral Evacuation Hand Control Module, Saliva Ejector Module, Optional Hand-Held Flushing Cup Module, and Hydrocolloid Module (Int. Cl. 10).
First use Apr. 16, 1970.

SN 377,724. C. R. Bard, Inc., Murray Hill, N.J. Filed Dec. 3, 1970.

Owner of Reg. No. 880,059.
For Sterile Masks, Gloves, Sheets, Pillowcases and Wraps, Sold as a Unit (Int. Cl. 5).
First use January 1970.

SN 379,680. NDM Corporation, Dayton, Ohio. Filed Dec. 28, 1970.

For Electrodes for Use With Medical Measuring Equipment Such as Electrocardiograph Equipment (Int. Cl. 10).
First use Oct. 14, 1970.

SN 385,745. Georgie-O-Industries, Inc., New York, N.Y. Filed Mar. 8, 1971.

FEELSAFE

For Disposable Garment Pads (Int. Cl. 5).
First use Feb. 10, 1971.

SN 387,405. Fibre Formations, Inc., Philadelphia, Pa. Filed Mar. 25, 1971.

QUIK EM

For Disposable Enema Sets (Int. Cl. 10).
First use Nov. 24, 1970.

SN 387,810. Sherwood Medical Industries, Inc., St. Louis, Mo. Filed Mar. 29, 1971.

MK

For Medical Catheters (Int. Cl. 10).
First use July 9, 1970.

SN 388,066. Electone, Inc., Fern Park, Fla. Filed Apr. 1, 1971.

ELECTRA

For Hearing Aids (Int. Cl. 10).
First use Mar. 10, 1969.

SN 388,298. Medtronic, Inc., Minneapolis, Minn. Filed Apr. 5, 1971.

MYELOSTAT

For Medical Apparatus (Int. Cl. 10).
First use Mar. 11, 1971.

SN 388,357. Greene Dental Products, Inc., San Fernando, Calif. Filed Apr. 5, 1971.

STABE

For Dental Film Holders (Int. Cl. 10).
First use May 20, 1966.

SN 388,421. RCI, Inc., Wayzata, Minn. Filed Apr. 5, 1971.
For Hearing Aids (Int. Cl. 10).

MAGNA POWER

First use as early as July 15, 1967.

SN 388,422. RCI, Inc., Wayzata, Minn. Filed Apr. 5, 1971.

SOFT SOUND

For Hearing Aids (Int. Cl. 10).
First use as early as Feb. 1, 1970.

SN 388,602. Julius Schmid, Inc., New York, N.Y. Filed Apr. 7, 1971.

SAF-T-SOUND

Owner of Reg. No. 847,665.
For Uterine Sound (Int. Cl. 10).
First use on or before Oct. 6, 1970.

SN 389,849. Federated Department Stores, Inc., Cincinnati, Ohio. Filed Apr. 21, 1971.

TINY HEIR

For Vaporizers, Nursing Bottles, Bottle Warmers, and Nipples (Int. Cl. 10).
First use Apr. 7, 1971.

Class 45—Soft Drinks and Carbonated Waters

SN 373,341. The Frostie Company, Camden, N.J., by mesne assignment from Stewart's Root Beer, Inc., Mansfield, Ohio. Filed Oct. 14, 1970.

STEWART'S

Owner of Reg. No. 274,949.
For Soft Drinks and Concentrates for Preparing the Same (Int. Cl. 32).
First use as early as 1930.

Class 46—Foods and Ingredients of Foods

SN 307,052. Taco Si, Inc., Superior, Wis. Filed Sept. 10, 1968.

The word "Taco" is disclaimed apart from the mark as a whole.
For Food Products—Namely, Sandwiches, Burgers and Chips, Spiced and Prepared in a Spanish Manner, and Spices and Sauces Used for Meats (Int. Cls. 29 and 30).
First use July 10, 1968.

SN 346,490. MacFarlane's Candies, Oakland, Calif. Filed Dec. 17, 1969.

MacFarlane's

Sweet Tote

For Candy and Shelled Nuts (Int. Cls. 29 and 30).
First use Dec. 1, 1969.

SN 354,579. Bunmeido Confectionery Co., Ltd., Chuo-ku, Tokyo, Japan. Filed Mar. 19, 1970.

For Cake and Bread (Int. Cl. 30).
First use June 1, 1965; in commerce June 1, 1965.

SN 354,581. Bunmeido Confectionery Co., Ltd., Chuo-ku, Tokyo, Japan. Filed Mar. 19, 1970.

CASTELLA

For Cake and Bread (Int. Cl. 30).
First use June 1, 1965; in commerce June 1, 1965.

SN 365,251. VWR United Corporation, Portland, Oreg. Filed July 14, 1970.

CENTENNIAL

Owner of Reg. Nos. 117,517, 299,563, and 526,789.
For Dried Peas, Dried Beans, Rice, Lentils, Garbanzos, Barley, Tapioca, Soup Mix, Unpopped Popcorn, Pancake and Waffle Mix, Wheat Flour, Bread Mixes, Cake Mixes, Donut Mixes, Gingerbread Mix, Pizza Pie Mix, and Pie Mixes (Int. Cls. 29 and 30).
First use 1899.

SN 373,018. N.V. Nederlandse Staatsmijnen, Heerlen, Netherlands. Filed Oct. 9, 1970.

DSM

Owner of Dutch Reg. No. 173,822, dated Dec. 3, 1969.
For Nutrients—Namely, Amino Acids Used as a Supplement or Additive for Food and Animal Feed (Int. Cl. 1).

SN 373,020. N.V. Nederlandse Staatsmijnen, Heerlen, Netherlands. Filed Oct. 9, 1970.

Owner of Dutch Reg. No. 173,822, dated Aug. 15, 1969.
For Nutrients—Namely, Amino Acids Used as a Supplement or Additive for Food and Animal Feed (Int. Cl. 1).

SN 374,347. Rolley R. Hull, Jr., d.b.a. Hull Company, Osseo, Minn. Filed Oct. 26, 1970.

Applicant disclaims the representation of a potato apart from its use in the mark as a whole.
For Fresh Potatoes (Int. Cl. 31).
First use June 15, 1970.

SN 376,391. Tri-Co. Foods Corporation, Hanover, Pa. Filed Nov. 17, 1970.

PIGEON HILLS
ORCHARDS

For Apple Cider, Fresh Fruits, Frozen and Canned Vegetables, Apple Butter and Fruit Preserves (Int. Cls. 29, 31, and 33).
First use Oct. 28, 1970.

SN 378,670. M & M Livestock Products Co., Eagle Grove, Iowa. Filed Dec. 14, 1970.

SI-LO-GOOD

For Animal Feed (Int. Cl. 31).
First use May 15, 1969.

SN 378,672. M & M Livestock Products Co., Eagle Grove, Iowa. Filed Dec. 14, 1970.

TRAVITE

For Animal Feed (Int. Cl. 31).
First use Apr. 30, 1956.

SN 381,047. Regal Foods, Inc., Skokie, Ill. Filed Jan. 14, 1971.

For Ready To Cook and Frozen Prepared Food Products—Namely, Boned and Unboned Poultry Parts and Whole Poultry, Diced Poultry and Boned Poultry Parts in Sauce, Breaded Poultry Parts and Cubes, Stuffed and Unstuffed Poultry Parts, Boneless and Skinless Poultry Parts, Poultry Steaks, Breaded Sliced Ham and Cheese, Breaded Cheese Balls, Breaded Stuffed Veal, and the Like (Int. Cl. 29).
First use on or about Jan. 10, 1963.

SN 381,048. Regal Foods, Inc., Skokie, Ill. Filed Jan. 14, 1971.

REGAL HOSTESS

Owner of Reg. No. 785,696.
For Ready To Cook and Frozen Prepared Food Products—Namely, Boned and Unboned Poultry Parts and Whole Poultry, Diced Poultry and Boned Poultry Parts in Sauce, Breaded Poultry Parts and Cubes, Stuffed and Unstuffed Poultry Parts, Boneless and Skinless Poultry Parts, Poultry Steaks, Breaded Sliced Ham and Cheese, Breaded Cheese Balls, Breaded Stuffed Veal, and the Like (Int. Cl. 29).
First use on or about Jan. 10, 1963.

SN 385,669. General Mills Chemicals, Inc., Minneapolis, Minn. Filed Mar. 8, 1971.

GEN-PRO

Owner of Reg. Nos. 235,000 and 642,406.
For Modified Wheat Protein for Food Manufacturing Purposes (Int. Cl. 30).
First use on or about Feb. 8, 1971.

SN 390,073. Chambrossd Brokerage Co., d.b.a. Chambro Co., Los Alamitos, Calif. Filed Apr. 23, 1971.

WESTERN VALLEY

Owner of Reg. No. 899,324.
For Sauerkraut; Canned Apple Sauce; Canned Fruit Cocktail; Canned Fruit Juices; Canned Prune Juice; Sweet Apple Cider; Canned Vegetable Juices; Canned Vegetable Cocktail Juice; Tomato Sauce; Tomato Paste; Tomato Catsup; Powdered Milk; Evaporated Milk; Coffee; Tea; Refried Beans; Taco Sauce; Canned Chilis; Canned Fish; Peanut Butter; Canned Fruits; Canned Vegetables; Frozen Orange Juice; Sugar; Packaged Shelled Nuts; Dry Packaged Macaroni and Cheese (Int. Cls. 29, 30, and 32).
First use Jan. 5, 1970.

SN 393,106. Cimino-Vessey Foods, Inc., San Juan Bautista, Calif. Filed May 26, 1971.

The English Equivalent of the mark is "flower of Italy."
For Garlic (Int. Cl. 30).
First use January 1967.

SN 393,991. Bit of Dixie, Inc., Omaha, Nebr. Filed June 7, 1971.

Applicant disclaims the words "Butter Dipt Corn on the Cob" and the pictorial representation of the goods apart from the mark as shown. Owner of Reg. No. 847,424.
For Cooked Corn (Int. Cl. 29).
First use on or before Apr. 14, 1971.

SN 395,303. General Mills, Inc., Minneapolis, Minn. Filed June 21, 1971.

MR. BREAKFAST

For Concentrated Food Bars (Int. Cl. 5).
First use on or about May 12, 1971.

SN 396,290. ENRG International Corporation, Minneapolis, Minn. Filed July 1, 1971.

Owner of Reg. No. 916,851.
For Products Processed From Whey Consisting of Edible Grade Lactose; Edible Soluble Milk Protein; and a Milk Solid Extender (Int. Cl. 29).
First use October 1969.

Class 47 — Wines

SN 347,980. Societe Civile du Vignoble de Chateau Latour, Pauillac, Gironde, France. Filed Jan. 7, 1970.

LES FORTS DE LATOUR

The English translation of the French words "Les Forts de Latour" is "the forts of Latour." Priority claimed under Sec. 44(d) on French Reg. No. 805,302, dated Oct. 27, 1969. Owner of U.S. Reg. No. 783,329.
For Wines (Int. Cl. 33).

Class 49 — Distilled Alcoholic Liquors

SN 367,678. White Horse Distillers Limited, Glasgow Scotland. Filed Aug. 10, 1970.

LAIRD O'LOGAN

Owner of U.S. Reg. No. 316,134.
For Scotch Whisky (Int. Cl. 33).
First use 1925; in commerce June 15, 1970.

SN 367,706. Austin, Nichols & Co., Incorporated, Maspeth, N.Y. Filed Aug. 11, 1970.

NICHOLS

Owner of Reg. Nos. 397,093, 778,295, and others.
For Whiskey (Int. Cl. 33).
First use Mar. 3, 1938.

SN 370,743. Michter's Inc., d.b.a. Michter's Jug House, Jenkintown, Pa. Filed Sept. 15, 1970.

EVE'S APPLE

The word "Apple" is disclaimed apart from the mark as shown.
For Apple Brandy (Int. Cl. 33).
First use Sept. 14, 1967.

SN 375,247. Southern Comfort Corporation, St. Louis, Mo. Filed Nov. 4, 1970.

SCOTCH-COMFORT

Owner of Reg. Nos. 317,529, 423,955, and 513,317.
For Liqueur (Int. Cl. 33).
First use Oct. 12, 1970.

Class 50 — Merchandise Not Otherwise Classified

SN 373,310. Inflat-A-Industries, Inc., New York, N.Y. Filed Oct. 14, 1970.

BOOT BUDDIES

Applicant disclaims the word "Boot" apart from the mark as shown.
For Plastic Inflatable Forms Particularly Useful in Connection With Wearing Apparel Such as Women's Footwear (Int. Cl. 21).
First use Sept. 4, 1970.

SN 384,970. Sulco Products Co., Norfolk, Va. Filed Feb. 26, 1971.

"SILENT SALESMAN"

For Garment Hangers (Int. Cl. 26).
First use Feb. 5, 1971.

Class 51 — Cosmetics and Toilet Preparations

SN 357,871. Babeon Bros. Co., Oak Brook, Ill. Filed Apr. 24, 1970.

MILK MIST

For Cosmetic Cleansing Creams, Astringent, Face and Body Creams and Lotions, and Bath Oil (Int. Cl. 3).
First use Jan. 30, 1970.

SN 365,919. The Mennen Company, Morristown, N.J. Filed July 22, 1970.

MENNEN BODY BRACER

Applicant disclaims the words "Body Bracer" apart from the mark as shown. Owner of Reg. Nos. 505,804 and 505,807.
For All-Purpose Skin Lotion (Int. Cl. 3).
First use June 15, 1970.

SN 374,395. Tancho Co., Ltd., Higashi-ku, Osaka, Japan. Filed Oct. 26, 1970.

MANDOM

Owner of Japanese Reg. No. 782,282, dated May 31, 1968.
For Hair Tonic, Hair Spray, Hair Cream, Hair Conditioner, Pomade, Cosmetic Skin Lotion, Cosmetic Skin Cream, Cosmetic Skin Milk, Cosmetic Face Cream, and Eau de Cologne (Int. Cl. 3).

SN 381,166. Alexandra de Markoff Sales Corporation, New York, N.Y. Filed Jan. 18, 1971.

ALLEVIA

For Night Cream, Body Lotion and Cosmetic Blemish Preparation (Int. Cl. 3).
First use Dec. 30, 1963.

SN 387,618. Miles Laboratories, Inc., Elkhart, Ind. Filed Mar. 29, 1971.

NEIGE DES CEVENNES

The English translation of the mark "Neige des Cevennes" is "snow of Cevennes."
For Hand Cream (Int. Cl. 3).
First use Feb. 15, 1971.

SN 396,429. British-American Tobacco Company Limited, London, England. Filed July 2, 1971.

The outline of the container appears in the drawing to illustrate how the mark is displayed upon the container; the outline of the container is disclaimed, per se. Owner of U.S. Reg. Nos. 324,594, 354,963, 635,701, and 915,197.
For Perfume and Cologne (Int. Cl. 3).
First use Mar. 18, 1971; in commerce Mar. 18, 1971.

SN 396,980. Johnson & Johnson, New Brunswick, N.J. Filed Aug. 13, 1971.

Applicant disclaims the configuration of the conventional container per se. Owner of Reg. Nos. 677,465 and 737,997.
For Baby Powder (Int. Cl. 3).
First use at least as early as July 18, 1963.

Class 52 — Detergents and Soaps

SN 352,773. The Ceilcote Company, Berea, Ohio. Filed Mar. 2, 1970.

CEILCOTE

For Preparation for Cleaning Metal (Int. Cl. 3).
First use at least as early as 1956.

SN 390,181. Huntington Laboratories, Inc., Huntington, Ind. Filed Apr. 26, 1971.

HI-TOR

Owner of Reg. No. 779,174.
For Germicidal Cleaner for Institutional Use (Int. Cl. 3).
First use Apr. 22, 1971.

SN 394,558. Flex-A-Pak, Inc., North Hollywood, Calif. Filed June 11, 1971.

ROYAL FLUSH

For Automatically Dispensing Cleaning Agent for Toilet Bowls (Int. Cl. 3).
First use May 20, 1971.

SERVICE MARKS

Class 100 — Miscellaneous

SN 328,029. Baur International, Inc., Springfield, Ill. Filed May 22, 1969.

YODEL-INN

The word "Inn" is disclaimed aside from the mark as shown.
For Rendering Technical Assistance in the Establishment and/or Operation of Restaurants (Int. Cl. 42).
First use on or about Dec. 18, 1968.

Class 101 — Advertising and Business

SN 325,717. The Chase Continental Corporation, Bailey's Crossroads, Va. Filed Apr. 28, 1969.

CAMPSTEAD

For Operation and Management of Central Recreational Facilities at Camping Grounds for the Benefit of Campsite Owners at Various Locations and Advice and Consultation in Developing Land Into Campsites to the Order and/or Specification of Others (Int. Cl. 35).
First use Jan. 17, 1969.

SN 347,071. Luke Walton, d.b.a. Luke Walton Advertising, Indianapolis, Ind. Filed Dec. 24, 1969.

THE WHITTLER

For Advertising Agency Services Specializing in Advertising Automobiles (Int. Cl. 35).
First use Oct. 4, 1969.

SN 347,702. American Providers Diversified, Inc., Upper Darby, Pa. Filed Jan. 5, 1970.

TRANS-WORLD MOBILE HOMES

The words "Mobile Homes" are disclaimed apart from the mark as shown.
For Retail Mobile Home Dealer Outlet Services and Rendering Technical Assistance in Connection With the Establishment and/or Operation of Retail Mobile Home Outlets (Int. Cls. 35 and 42).
First use Nov. 1, 1969.

SN 354,166. The Goodyear Tire & Rubber Company, Akron, Ohio. Filed Mar. 16, 1970.

GOODYEAR TIRE CENTER

The words "Tire Center" are disclaimed apart from the mark as shown. Owner of Reg. Nos. 848,792, 873,220, and others.
For Distributorship Services and Retail Store Services in the Field of Automobile Supplies, Home Appliances, Sporting Goods, Furniture, Power and Hand Tools, Cooking Utensils, Dishware and Glassware, Clothing, Cosmetics, Toys and Electrical Appliances (Int. Cls. 35 and 42).
First use May 23, 1968.

Class 102 — Insurance and Financial

SN 341,918. F & T Planning Centers, Inc., New York, N.Y. Filed Oct. 28, 1969.

For Financial Consulting Services (Int. Cl. 36).
First use Sept. 18, 1969.

Class 103 — Construction and Repair

SN 337,112. Alco Electronic Products, Inc., Lawrence, Mass. Filed May 13, 1969.

ONE GREAT SWITCH DESERVES ANOTHER

For Custom Manufacture of Electronic Switches to the Order and/or Specification of Others (Int. Cl. 37).
First use Feb. 10, 1969.

SN 341,708. Arthur Tauscher, Rockville Centre, N.Y. Filed Oct. 24, 1969.

Applicant disclaims the words "Home Inspection Consultants" except as the same appears as a part of the mark.
For Providing an Independent Unbiased Report on the Structural and Mechanical Features of Houses and Other Real Estate for Prospective Purchasers and Brokers (Int. Cl. 37).
First use August 1961.

SN 343,950. Victor J. Verticelli and Nicola Verticelli (copartners), d.b.a. The Craftman Cobbler, Linwood, Pa. Filed Nov. 19, 1969.

Applicant disclaims the words "The Craftman Cobbler" and the pictorial representation of a shoe apart from the mark as shown, without renouncing its common law rights therein.
For Shoe Repair Services (Int. Cl. 37).
First use Jan. 1, 1968.

SN 345,041. Advanced Management Engineering & Research Co., Phoenix, Ariz., by change of name from Arcoa, Inc., Phoenix, Ariz. Filed Dec. 2, 1969.

KAR-GO

Owner of Reg. Nos. 746,032, 825,631, and 897,515.
For Automobile and Truck Repair Services (Int. Cl. 37).
First use Aug. 25, 1969.

SN 346,344. Advanced Management Engineering & Research Co., Phoenix, Ariz., by change of name from Arcoa, Inc., Phoenix, Ariz. Filed Dec. 16, 1969.

KAR-GO

Owner of Reg. Nos. 746,032, 825,631, and 897,515.
For Auto, Truck, and Trailer Repair Services (Int. Cl. 37).
First use Aug. 25, 1969.

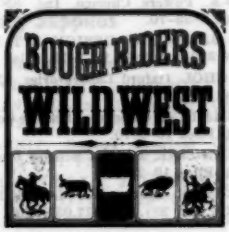
Class 107 — Education and Entertainment

SN 343,434. Taft Broadcasting Company, Cincinnati, Ohio. Filed Nov. 13, 1969.

PROBLEM EXCHANGE

For Entertainment Services Rendered Through the Medium of Television—Namely, an informal Television Program in Which Human Problems Are Discussed (Int. Cl. 41).
First use June 2, 1969.

SN 345,008. Montie Montana, Jr., Calabasas, Calif., assignee of Montana Associates, Inc., Calabasas, Calif. Filed Dec. 1, 1969.



Owner of Reg. No. 854,906.
For Entertainment Services—Namely, Shows Featuring Horses and Riding (Int. Cl. 41).
First use June 1, 1969.

SN 351,688. Dallas Sales & Marketing Executives, Dallas, Tex. Filed Feb. 18, 1970.

sell America

For Lecture Programs To Promote Patriotism and an Appreciation of the American Way of Life (Int. Cl. 41).
First use Dec. 26, 1969.

SN 353,305. Inch-by-Inch, Inc., Highland Park, Ill. Filed Mar. 6, 1970.

INCH-BY-INCH

For Providing Massage, Sauna, and Exercise Facilities (Int. Cl. 41).
First use on or before Mar. 1, 1964.

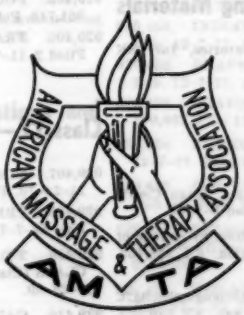
SN 375,471. Leadership Systems, Incorporated, Silver Spring, Md. Filed Nov. 9, 1970.

The mark comprises a fanciful representation of the letters "LSI." Applicant disclaims the word "Workshop."
For Educational Training Workshop Services Designed To Identify and Develop Leadership Talent, and Reporting of Results Thereof to Employers (Int. Cl. 41).
First use July 26, 1970.
Subj. to Intf. with SN 384,884.

COLLECTIVE MEMBERSHIP MARKS

Class 200

SN 386,035. American Massage & Therapy Association, Inc., Milwaukee, Wis. Filed Mar. 22, 1971.



For Indicating Membership in the Applicant Association.
First use at least as early as August 1965.

TRADEMARK REGISTRATIONS ISSUED

PRINCIPAL REGISTER

Class 1 — Raw or Partly Prepared Materials

929,376. NURED. Columbia & Okanogan Nursery Company. SN 344,821. Pub. 12–7–71. Filed 11–28–69.

929,377. TRANSPASEAL AND DESIGN. Coated Specialties Limited. SN 352,453. Pub. 12–7–71. Filed 2–26–70.

929,378. HERITAGE ETC. AND DESIGN. Storm Nursery, Inc. SN 356,523. Pub. 12–7–71. Filed 4–10–70.

929,379. ESTROL. Indpol. SN 357,079. Pub. 12–7–71. Filed 4–16–70.

929,380. AKZONA. Akzona Incorporated, by change of name from American Enka Corporation. MULTIPLE CLASS (Classes 1 and 21). SN 369,285. Pub. 12–7–71. Filed 8–25–70.

929,381. AQUA FIBER. Favor's Aquarium and Pet Supplies, Inc. SN 374,813. Pub. 12–7–71. Filed 10–30–70.

929,382. RIEGER AND RB DESIGN. Mikkelsens, Inc. SN 381,355. Pub. 12–7–71. Filed 1–19–71.

929,383. PLASTIC SHEET DESIGN. Flex-O-Glass, Inc. SN 391,487. Pub. 12–7–71. Filed 5–10–71.

Class 2 — Receptacles

929,384. HANDY ANGLE. Link 51 Limited. MULTIPLE CLASS (Classes 2, 13, 14, 23, and 50). SN 351,486. Pub. 12–7–71. Filed 2–16–70.

929,385. PARROT DESIGN. Columbia Export Packers, Inc. SN 377,638. Pub. 12–7–71. Filed 12–2–70.

929,386. LAND MARK. Evensen Manufacturing Inc. SN 378,830. Pub. 12–7–71. Filed 12–16–70.

Class 3 — Baggage, Animal Equipments, Portfolios, and Pocketbooks

929,387. CHARLES RIVER. The Charles River Breeding Laboratories, Inc. MULTIPLE CLASS (Classes 3 and 46). SN 323,414. Pub. 12–7–71. Filed 4–2–69.

Class 4 — Abrasives and Polishing Materials

929,388. KINGS RANSOM. Garry Laboratories, Inc. SN 396,148. Pub. 12–7–71. Filed 6–30–71.

Class 5 — Adhesives

929,389. LAKESIDE. Hugh Courtright, d.b.a. Hugh Courtright & Co. SN 385,068. Pub. 12–7–71. Filed 3–1–71.

929,390. PENNAMINE. Pennwalt Corporation, by change of name from Pennsalt Chemicals Corporation. SN 298,755. Pub. 2–16–69. Filed 5–21–68.

929,391. E. V. BEHRING. Behringwerke Aktiengesellschaft. MULTIPLE CLASS (Classes 6, 18, and 44). SN 349,523. Pub. 4–27–71. Filed 1–26–70.

Class 6 — Chemicals and Chemical Compositions

929,392. BROODCAPS. Ticco Laboratories, Inc., assignee of L. Everett Macomber. SN 354,964. Pub. 12–7–71. Filed 3–24–70.

929,393. NISSO. Nippon Soda Company, Limited. MULTIPLE CLASS (Classes 6, 14, and 18). SN 358,600. Pub. 12–7–71. Filed 5–1–70.

929,394. CHLORODOXINE. Pettibone Laboratories, Inc. SN 367,226. Pub. 12–7–71. Filed 8–5–70.

929,395. STALEY. A. E. Staley Manufacturing Company. SN 371,114. Pub. 12–7–71. Filed 9–18–70.

929,396. BACTRON. Champion Chemicals, Inc. SN 371,200. Pub. 12–7–71. Filed 9–21–70.

929,397. MED-X. Powers Chemco, Inc. SN 371,795. Pub. 12–7–71. Filed 9–25–70.

929,398. J. T. BAKER AND DESIGN. J. T. Baker Chemical Company. SN 372,112. Pub. 12–7–71. Filed 9–30–70.

929,399. TRI CHOL. Oxford Laboratories. SN 372,147. Pub. 12–7–71. Filed 9–30–70.

929,400. HAEMA-LINE O. General Science Corp. SN 372,609. Pub. 12–7–71. Filed 10–6–70.

929,401. HAEMA-LINE. General Science Corp. SN 374,668. Pub. 12–7–71. Filed 10–29–70.

929,402. MARUMAN. Maruman Co., Ltd. MULTIPLE CLASS (Classes 6, 18, and 28). SN 377,055. Pub. 12–7–71. Filed 11–25–70.

929,403. UCAR. Union Carbide Corporation. SN 396,166. Pub. 12–7–71. Filed 6–3–71.

929,404. Q-CEL. Philadelphia Quartz Company. SN 396,277. Pub. 12–7–71. Filed 6–21–71.

Class 8 — Smokers' Articles, Not Including Tobacco Products

929,402. (See Class 6 for this trademark.)

Class 9 — Explosives, Firearms, Equipments, and Projectiles

929,405. POOR BOY. R & S Marketing Service, Inc. SN 361,748. Pub. 12–7–71. Filed 6–4–70.

929,406. FRANZ-LOC. Sports, Inc. SN 383,639. Pub. 12–7–71. Filed 2–11–71.

Class 12 — Construction Materials

929,407. TIMBERLINE. GAF Corporation. SN 320,215. Pub. 11–24–70. Filed 2–27–69.

929,408. PBI INDUSTRIES. PBI Industries. SN 335,603. Pub. 12–7–71. Filed 8–18–69.

929,409. TENFIL. Redland Pipes Limited. MULTIPLE CLASS (Classes 12 and 13). SN 339,041. Pub. 12–7–71. Filed 9–26–69.

929,410. CADOMUS. Poul Cadovius. SN 346,451. Pub. 12–7–71. Filed 12–17–69.

929,411. SPACE AGE BUILDING BLOCKS. Stirling Homex Corporation. SN 359,020. Pub. 12-7-71. Filed 5-6-70.

929,412. THREE BOND. Tokyo Three Bond Company, Ltd. SN 360,392. Pub. 12-7-71. Filed 5-20-70.

929,413. FEATHER-LITE. National Brands, Inc. SN 364,667. Pub. 12-7-71. Filed 7-8-70.

929,414. ORIGINAL QUICKCOURT AND DESIGN. John Boyle and Company, Incorporated. SN 371,894. Pub. 12-7-71. Filed 9-28-70.

929,415. MONOTEMP. Control Building Systems, Inc. SN 375,550. Pub. 12-7-71. Filed 11-9-70.

929,416. PENNWALT. Pennwalt Corporation. SN 379,271. Pub. 12-7-71. Filed 12-21-70.

929,417. OCEANIC POOLS AND DESIGN. A. J. Industries, Inc. SN 385,549. Pub. 12-7-71. Filed 3-5-71.

929,418. CONTI-PLAS. Aaronson Bros. Limited. SN 394,723. Pub. 12-7-71. Filed 6-23-71.

929,419. BREPLASTA. Strabruken AB. SN 396,771. Pub. 12-7-71. Filed 7-8-71.

Class 13 — Hardware and Plumbing and Steam-Fitting Supplies

929,384. (See Class 2 for this trademark.)

929,400. (See Class 12 for this trademark.)

929,420. ETHAN ALLEN. Baumritter Corporation. SN 330,697. Pub. 12-7-71. Filed 6-23-69.

929,421. WHACKIT. Dayton Progress Corporation. SN 352,461. Pub. 12-7-71. Filed 2-26-70.

929,422. SWING-BOLT. J. M. Huber Corporation. SN 363,303. Pub. 12-7-71. Filed 6-22-70.

929,423. SPACE-O-MATIC. Monogram Industries, Inc. SN 366,713. Pub. 12-7-71. Filed 7-30-70.

929,424. CRYOFIT. Raychem Corporation. SN 368,304. Pub. 12-7-71. Filed 8-17-70.

929,425. COREBLOC. American Standard Inc. SN 370,683. Pub. 12-7-71. Filed 9-15-70.

929,426. W. The Mead Corporation, d.b.a. Woodward Company. SN 371,619. Pub. 12-7-71. Filed 9-24-70.

929,427. NUPRESCO. Numatics, Incorporated. SN 374,377. Pub. 12-7-71. Filed 10-26-70.

929,428. QUICKFORM. Ray Laboratories, Inc., d.b.a. Wood Connector Products. SN 376,614. Pub. 12-7-71. Filed 11-19-70.

929,429. FIBERGLEEM. Wyoming Sand & Stone Company. SN 376,644. Pub. 12-7-71. Filed 11-20-70.

929,430. MISTY. Bridgeport Brass Company. SN 378,167. Pub. 12-7-71. Filed 12-8-70.

929,431. SEAMSTRIP. Technifloor Products, Inc. SN 388,642. Pub. 12-7-71. Filed 4-8-71.

929,432. CROWN EUROPEAN. International Merchandising Corp. SN 391,670. Pub. 12-7-71. Filed 5-11-71.

929,433. ROYAL EUROPEAN. International Merchandising Corp. SN 391,671. Pub. 12-7-71. Filed 5-11-71.

Class 14 — Metals and Metal Castings and Forgings

929,384. (See Class 2 for this trademark.)

929,393. (See Class 6 for this trademark.)

Class 15 — Oils and Greases

929,434. FAST GAS. Douglas Oil Company. SN 356,636. Pub. 12-7-71. Filed 4-13-70.

929,435. MOLYPLASTIC. Texaco Inc. SN 395,016. Pub. 11-4-69. Filed 9-19-68.

Class 16 — Protective and Decorative Coatings

929,436. BEHR AND DESIGN. Behr Process Corporation. MULTIPLE CLASS (Classes 16 and 52). SN 356,608. Pub. 8-17-71. Filed 4-13-70.

Class 18 — Medicines and Pharmaceutical Preparations

929,391. (See Class 6 for this trademark.)

929,393. (See Class 6 for this trademark.)

929,437. VITA-GO. National Health Food Central, Inc. SN 361,595. Pub. 12-7-71. Filed 6-3-70.

929,438. STALEY DAY-ONE AND DESIGN. A. E. Staley Manufacturing Company. SN 372,391. Pub. 12-7-71. Filed 10-2-70.

929,439. MONOCILLIN. Beecham Inc. SN 375,809. Pub. 12-7-71. Filed 11-12-70.

929,440. DIUPRES-250. Merck & Co., Inc. SN 375,888. Pub. 12-7-71. Filed 11-12-70.

929,441. DIUPRES-500. Merck & Co., Inc. SN 375,889. Pub. 12-7-71. Filed 11-12-70.

929,442. ALBICON. The Pfeiffer Co. SN 375,906. Pub. 12-7-71. Filed 11-12-70.

929,443. NEKACIN. Bristol-Myers Company. SN 376,014. Pub. 12-7-71. Filed 11-13-70.

929,444. THYROCRINE. Lemmon Pharmacal Company. SN 376,355. Pub. 12-7-71. Filed 11-17-70.

929,445. FERATINA. Parke, Davis & Company. SN 389,339. Pub. 12-7-71. Filed 4-16-71.

929,446. ADJUDETS. Ives Laboratories Inc. SN 396,533. Pub. 12-7-71. Filed 7-6-71.

Class 19 — Vehicles

929,447. JIFFY-CAMP. Curtis E. Gerber, d.b.a. The Jiffy-Camp Co. SN 327,013. Pub. 12-7-71. Filed 5-12-69.

929,448. MISCELLANEOUS DESIGN. Acushnet Company. MULTIPLE CLASS (Classes 19, 22, 23, 32, and 35). SN 342,571. Pub. 12-7-71. Filed 11-4-69.

929,449. DESERT FOX AND DESIGN. Clarence Triggs, d.b.a. Triggs Manufacturing Company, assignee of Gerim Manufacturing Company. SN 355,388. Pub. 12-7-71. Filed 3-30-70.

929,450. HEIL AND DESIGN. The Heil Co. SN 367,196. Pub. 12-7-71. Filed 8-5-70.

929,451. INDIAN. Winnebago Industries, Inc. SN 369,831. Pub. 12-7-71. Filed 9-3-70.

929,452. BRAVE. Winnebago Industries, Inc. SN 369,832. Pub. 12-7-71. Filed 9-3-70.

929,453. BRAVO. Victor Miller, d.b.a. Hobo Mfg. Co. SN 370,467. Pub. 11-30-71. Filed 9-11-70.

929,454. AMERGLASS. Amerglass N.V. SN 370,682. Pub. 12-7-71. Filed 9-15-70.

929,455. G-W INVADER. G-W Invader, Inc. SN 371,479. Pub. 12-7-71. Filed 9-23-70.

929,456. BELMAR. Temple Industries, Inc., assignee of Creative Homes, Inc. SN 371,584. Pub. 12-7-71. Filed 9-24-70.

929,457. STP AND DESIGN. STP Corporation. SN 371,966. Pub. 12-7-71. Filed 9-28-70.

929,458. HUDSON BAY. Herter's, Inc. SN 373,489. Pub. 12-7-71. Filed 10-16-70.

929,459. MECH-TRONICS. Mech-Tronics Corporation, by mesne assignment from Mech-Tronics Corporation. SN 313,954. Pub. 6-23-70. Filed 12-9-68.

Class 21—Electrical Apparatus, Machines, and Supplies

929,380. (See Class 1 for this trademark.)

929,460. ENERPAC. Applied Power Industries, Inc. MULTIPLE CLASS (Classes 21 and 26). SN 318,284. Pub. 12-7-71. Filed 2-4-69.

929,461. KEI AND DESIGN. D. H. Baldwin Company. SN 324,883. Pub. 10-13-70. Filed 4-18-69.

929,462. TENNELEC. Tennelec, Inc. MULTIPLE CLASS (Classes 21 and 26). SN 342,549. Pub. 12-7-71. Filed 11-3-69.

929,463. KING NEPTUNE. Vornado, Inc. MULTIPLE CLASS (Classes 21, 22, and 23). SN 350,327. Pub. 12-7-71. Filed 2-2-70.

929,464. CHEK-LITE. Rinchem Company, Inc. SN 361,386. Pub. 12-7-71. Filed 6-1-70.

929,465. ELECTRODAG. Acheson Industries, Inc. SN 374,149. Pub. 12-7-71. Filed 10-23-70.

929,466. LINEMASTER. Linemaster Switch Corporation. SN 374,452. Pub. 12-7-71. Filed 10-27-70.

929,467. BIVICON. RCA Corporation. SN 391,751. Pub. 12-7-71. Filed 5-12-71.

929,468. MANYTROL. Hunt Electronics Company. SN 396,393. Pub. 12-7-71. Filed 7-2-71.

Class 22—Games, Toys, and Sporting Goods

929,448. (See Class 19 for this trademark.)

929,463. (See Class 21 for this trademark.)

929,469. COMPUTER HOCKEY. Electronic Data Controls Corporation. SN 321,482. Pub. 12-7-71. Filed 3-12-69.

929,470. COMPUTER BASEBALL. Electronic Data Controls Corporation. SN 321,483. Pub. 12-7-71. Filed 3-12-69.

929,471. MULTISPECTRAL. Thomas Kemp Maples, d.b.a. Multispectral Lures. SN 323,173. Pub. 12-7-71. Filed 3-28-69.

929,472. SUPERFAST AND DESIGN. Lesney Products & Co., Limited. SN 347,286. Pub. 12-7-71. Filed 12-29-69.

929,473. INCLINATION. Play-Well Equipment Company. SN 350,948. Pub. 12-7-71. Filed 2-9-70.

929,474. TIJUANA BRASSIE. Robert S. Mann. SN 351,218. Pub. 12-7-71. Filed 2-12-70.

929,475. CHARGER. Shield Mfg., Inc. SN 356,765. Pub. 12-7-71. Filed 4-13-70.

929,476. MADAME PLANCHETTE. Selchow & Righter Company. SN 357,859. Pub. 12-7-71. Filed 4-24-70.

929,477. KINGS & QUEENS. Joseph R. Di Benedetto. SN 357,965. Pub. 12-7-71. Filed 4-27-70.

929,478. MINIMUM DESIGN. Editions Alecto Limited. SN 358,715. Pub. 12-7-71. Filed 5-4-70.

929,479. YUMMY RUMMY. American School Food Service Association. SN 361,257. Pub. 12-7-71. Filed 6-1-70.

929,480. KIDDIETIME. Kiddietime Corporation. SN 365,303. Pub. 12-7-71. Filed 7-15-70.

929,481. X DESIGN. Exercycle Corporation. SN 365,364. Pub. 12-7-71. Filed 7-14-70.

929,482. ONE-WAY. Kimberly-Clark Corporation. MULTIPLE CLASS (Classes 22, 39, and 42). SN 366,236. Pub. 12-7-71. Filed 7-27-70.

929,483. SURE SHOT. Ideal Toy Corporation. SN 366,678. Pub. 12-7-71. Filed 7-30-70.

929,484. SPEEDAWAY. Gladding-Paris Corp. SN 366,922. Pub. 12-7-71. Filed 8-3-70.

929,485. SKI-VELOPE. Fun and Games, Inc. SN 367,064. Pub. 12-7-71. Filed 8-4-70.

929,486. PROSTAR. J. C. Penney Company, Inc. SN 367,223. Pub. 12-7-71. Filed 8-5-70.

929,487. GLASSTAR. J. C. Penney Company, Inc. SN 367,224. Pub. 12-7-71. Filed 8-5-70.

929,488. METAL STAR. J. C. Penney Company, Inc. SN 367,225. Pub. 12-7-71. Filed 8-5-70.

929,489. OZEN AND DESIGN. Yugen-Kaisha Ozen. SN 367,765. Pub. 12-7-71. Filed 8-11-70.

929,490. APPLE. Mann's Bait Manufacturing Co., Inc., assignee of William Thomas Mann, d.b.a. Mann's Bait Company. SN 368,372. Pub. 12-7-71. Filed 8-18-70.

929,491. RACK-A-MATIC. Sport King Industries. SN 369,143. Pub. 12-7-71. Filed 8-26-70.

929,492. BOY-HOWDY. Cordell Tackle, Inc. SN 370,709. Pub. 12-7-71. Filed 9-15-70.

929,493. DEKTO. De Kalb Toys, Inc. SN 371,210. Pub. 12-7-71. Filed 9-21-70.

929,494. GARY. Topper Corporation. SN 371,808. Pub. 12-7-71. Filed 9-21-70.

929,495. CAPRICCIO AND DESIGN. The Edge-Rite Corporation. SN 371,593. Pub. 12-7-71. Filed 9-24-70.

929,496. YING-YO. Thomas M. Austin, d.b.a. TMA and Associates. SN 373,641. Pub. 12-7-71. Filed 10-19-70.

929,497. PENTAGON. Archibald G. MacKinnon. SN 374,208. Pub. 12-7-71. Filed 10-23-70.

929,498. MANUAL MADNESS. Lifegard Manufacturing Co. SN 375,219. Pub. 12-7-71. Filed 11-4-70.

929,499. NYLENE. Horrocks-Ibbotson Company. SN 375,320. Pub. 12-7-71. Filed 11-5-70.

929,500. THE STRANGER AND DESIGN. Shirley Baynard, d.b.a. Shirley Baynard and Son Plastics. SN 375,523. Pub. 12-7-71. Filed 11-9-70.

929,501. LEAD-EATER. Shooting Equipment, Inc. SN 375,936. Pub. 12-7-71. Filed 11-12-70.

929,502. CINE-SHOOT. Shooting Equipment, Inc. SN 375,937. Pub. 12-7-71. Filed 11-12-70.

929,503. PLAYTENTIALS. General Mills Fun Group, Inc., assignee of Kenner Products Company. SN 376,474. Pub. 12-7-71. Filed 11-18-70.

929,504. BILLING BOATS. Kayoff, Incorporated. SN 376,706. Pub. 12-7-71. Filed 11-20-70.

Class 23—Cutlery, Machinery, and Tools, and Parts Thereof

929,384. (See Class 2 for this trademark.)

929,448. (See Class 19 for this trademark.)

929,463. (See Class 21 for this trademark.)

929,505. REMINGTON. Desa Industries, Inc., assignee of Remington Arms Company, Inc. SN 329,271. Pub. 8-25-70. Filed 6-5-69.

929,506. E EMERSON AND DESIGN. Emerson Electric Co. SN 345,265. Pub. 4-6-71. Filed 11-12-69.

929,507. KLOCKNER-FERROMATIK. Klockner-Ferromatik G.m.b.H. SN 345,471. Pub. 12-7-71. Filed 12-5-69.

929,508. CIRCLE AND DESIGN. Circle Design & Mfg. Corp. SN 347,014. Pub. 4-13-71. Filed 12-23-69.

929,509. SPEEDRIVER. Speedriver Tool Corporation. SN 359,744. Pub. 12-7-71. Filed 5-14-70.

929,510. BONUS BAND. Southern Saw Service, Incorporated. SN 360,918. Pub. 12-7-71. Filed 5-25-70.

929,511. PANEL-NAILER. Spotnails, Inc. SN 377,711. Pub. 12-7-71. Filed 12-3-70.

929,512. FAIL-SAFE. Spotnails, Inc. SN 377,712. Pub. 12-7-71. Filed 12-3-70.

929,513. THERMOCON. Chris-Craft Industries, Inc. SN 379,597. Pub. 12-7-71. Filed 12-28-70.

929,514. ACT. American Chain & Cable Company, Inc., assignee of Columbus McKinnon Corporation. SN 380,622. Pub. 11-9-71. Filed 1-11-71.

Class 26—Measuring and Scientific Appliances

929,460. (See Class 21 for this trademark.)

929,462. (See Class 21 for this trademark.)

929,515. WCS. Houston Fearless Corporation. SN 251,923. Pub. 12-7-71. Filed 8-8-66.

929,516. NORTH AMERICAN ROCKWELL AND DESIGN. North American Rockwell Corporation. SN 337,084. Pub. 12-7-71. Filed 9-4-69.

929,517. MISCELLANEOUS DESIGN. North American Rockwell Corporation. SN 337,085. Pub. 12-7-71. Filed 9-4-69.

929,518. DATA ACTION AND DESIGN. Data Action Corporation. SN 345,542. Pub. 12-7-71. Filed 12-8-69.

929,519. DMS AND DESIGN. American Cyanamid Company. SN 346,834. Pub. 12-7-71. Filed 12-22-69.

929,520. INNOTECH. Innotech Corporation. SN 354,079. Pub. 12-7-71. Filed 3-16-70.

929,521. HASSELBLAD. Victor Hasselblad Aktiebolag. SN 356,080. Pub. 12-7-71. Filed 4-6-70.

929,522. SAPPORO. L. Cretin-Billet & Fils. SN 359,495. Pub. 12-7-71. Filed 5-12-70.

929,523. CIS A MAT AND DESIGN. Cisamat AG. SN 361,990. Pub. 12-7-71. Filed 6-8-70.

929,524. THERMICATOR. Marlin Manufacturing Corp. SN 363,325. Pub. 12-7-71. Filed 6-22-70.

929,525. BOECKELER AND DESIGN. Boeckeler Instruments. SN 363,520. Pub. 12-7-71. Filed 6-24-70.

929,526. CAVIDERM. Unit Process Assemblies, Inc. SN 363,696. Pub. 12-7-71. Filed 6-25-70.

929,527. 1231. Litton Business Systems, Inc. SN 364,250. Pub. 12-7-71. Filed 7-2-70.

929,528. CX DESIGN. CX Processing Laboratories, Inc. SN 365,554. Pub. 12-7-71. Filed 7-17-70.

929,529. REVISQUICK-TAPESPLICER. James V. Cunningham. SN 366,900. Pub. 12-7-71. Filed 8-3-70.

929,530. TALK TIMER AND DESIGN. CMC, d.b.a. "The" Film Center. SN 367,425. Pub. 12-7-71. Filed 8-7-70.

929,531. T AND DESIGN. Technicon Instruments Corporation. SN 373,150. Pub. 12-7-71. Filed 10-12-70.

929,532. MARS. Mars, Incorporated. SN 373,991. Pub. 12-7-71. Filed 10-22-70.

929,533. COMSAFE AND DESIGN. World Computer Systems Engineering Corporation. SN 374,091. Pub. 12-7-71. Filed 10-22-70.

929,534. DD AND DESIGN. Data Disc, Incorporated. SN 375,555. Pub. 12-7-71. Filed 11-9-70.

929,535. MICRO-GRO. Union Carbide Corporation. SN 375,951. Pub. 12-7-71. Filed 11-12-70.

929,536. QUALIGARD. General Electric Company. SN 376,695. Pub. 12-7-71. Filed 11-20-70.

929,537. HEART DESIGN. Cogar Corporation. SN 379,475. Pub. 12-7-71. Filed 12-24-70.

929,538. HEART. Cogar Corporation. SN 379,478. Pub. 12-7-71. Filed 12-24-70.

929,539. DUAL ULTRO-LITE. American Photocopy Equipment Company, d.b.a. Brown Manufacturing Company. SN 380,960. Pub. 12-7-71. Filed 1-14-71.

929,540. FETUSCOPE. General Nucleonics, Inc. SN 381,454. Pub. 12-7-71. Filed 1-20-71.

929,541. ASTRAGON. Sterling-Howard Corporation. SN 382,183. Pub. 12-7-71. Filed 1-27-71.

929,542. AII. Applied Information Industries. SN 383,148. Pub. 12-7-71. Filed 2-8-71.

929,543. EYEGLASS BRIDGE DESIGN. Viennaline Brillenmode aus Wien Wilhelm Anger G.m.b.H. SN 383,294. Pub. 12-7-71. Filed 2-8-71.

929,544. SULFREEN. Lurgi Gesellschaft fur Warme- und Chemotechnik m.b.H. SN 384,095. Pub. 12-7-71. Filed 2-17-71.

929,545. ANIMEX. AB Farad. SN 385,905. Pub. 12-7-71. Filed 3-10-71.

929,546. PACER 25. Vernon C. Olson, d.b.a. VC Enterprise. SN 389,337. Pub. 12-7-71. Filed 4-16-71.

Class 27—Horological Instruments

929,547. ELSTATIC. Baumgartner Frères S.A. SN 362,215. Pub. 12-7-71. Filed 6-10-70.

929,548. PROJECT PHYSICS. Project Physics. SN 389,486. Pub. 12-7-71. Filed 4-19-71.

Class 28—Jewelry and Precious-Metal Ware

929,402. (See Class 6 for this trademark.)

929,549. M AND DESIGN. Meinhardt & Company, Inc. SN 355,666. Pub. 12-7-71. Filed 4-1-70.

929,550. BETTA AND DESIGN. Henry Durlacher, d.b.a. LS & L Setting Co. SN 361,561. Pub. 12-7-71. Filed 6-3-70.

929,551. GODDESS OF LOVE. David Peyster Jewelry Co., Inc. SN 377,624. Pub. 12-7-71. Filed 12-2-70.

929,552. POLAR STAR. Waltham Watch Company. SN 389,667. Pub. 12-7-71. Filed 4-20-71.

929,553. EMPRESS PEARLS. Empress Pearls, Inc. SN 396,527. Pub. 12-7-71. Filed 7-6-71.

Class 29—Brooms, Brushes, and Dusters

929,554. MISCELLANEOUS DESIGN. Lancome S.A. MULTIPLE CLASS (Classes 20, 40, and 51). SN 322,305. Pub. 12-7-71. Filed 3-20-69.

Class 30—Crockery, Earthenware, and Porcelain

929,555. SP AND DESIGN. Staffordshire Potteries Limited. SN 362,084. Pub. 12-7-71. Filed 6-8-70.

Class 31—Filters and Refrigerators

929,556. ECODYNE. Ecodyne Corporation, assignee of Union Tank Car Company. SN 344,041. Pub. 12-7-71. Filed 11-19-69.

929,557. MARK III. GAF Corporation. SN 352,806. Pub. 12-7-71. Filed 3-2-70.

929,558. DUSTHOFF. Clarkson Industries, Inc. SN 357,710. Pub. 12-7-71. Filed 4-23-70.

Class 32—Furniture and Upholstery

929,448. (See Class 19 for this trademark.)

929,559. DURA FLEX. National Springs Corporation. SN 305,233. Pub. 12-7-71. Filed 8-15-68.

929,560. ABBOTTIQUE. Abbott Tresses, Inc. SN 350,460. Pub. 12-7-71. Filed 6-19-69.

929,561. LADY HALLMARK. Victor-Puretec, Inc., assignee of Puretec, Inc. SN 389,258. Pub. 11-30-71. Filed 8-27-70.

929,562. "STARLET." Essex International, Inc. SN 370,440. Pub. 12-7-71. Filed 9-11-70.

929,563. FORTIFIED FOAM. Phillips-Foscue Corporation. SN 370,619. Pub. 12-7-71. Filed 9-14-70.

929,564. LLOYD AND DESIGN. Heywood-Wakefield Company. SN 378,177. Pub. 12-7-71. Filed 12-8-70.

929,565. DECORION. Mohasco Industries, Inc. SN 378,873. Pub. 12-7-71. Filed 12-16-70.

929,566. INTER-DESIGNS. Directional Furniture Showrooms, Inc. SN 378,942. Pub. 12-7-71. Filed 12-17-70.

929,567. AUDREY ROOMATES. Audrey Roomates. SN 379,135. Pub. 12-7-71. Filed 12-21-70.

929,568. VUE. American Seating Company. SN 379,177. Pub. 12-7-71. Filed 12-21-70.

929,569. TOPLA. Toyo Plastic Co., Ltd. SN 379,975. Pub. 12-7-71. Filed 12-31-70.

929,570. GAZELLE DESIGN. Aurora Corporation. SN 380,243. Pub. 12-7-71. Filed 1-6-71.

Class 33 — Glassware

929,571. TOTAL LOOK. Anchor Hocking Corporation. SN 361,967. Pub. 12-7-71. Filed 6-8-70.

929,572. ETIQUETTE. Imperial Glass Corporation. SN 396,992. Pub. 12-7-71. Filed 7-12-71.

Class 34 — Heating, Lighting, and Ventilating Apparatus

929,573. AX 140. Air Reduction Company, Incorporated. SN 317,295. Pub. 12-7-71. Filed 1-23-69.

929,574. TAFA AND DESIGN. Humphreys Corporation. SN 338,054. Pub. 12-7-71. Filed 9-16-69.

929,575. UNIQUE. HED Industries, Inc. SN 363,922. Pub. 12-7-71. Filed 6-29-70.

929,576. PENTAFLOW. William J. Purdy Corporation. SN 366,587. Pub. 12-7-71. Filed 7-29-70.

929,577. MICRO-GLO. Harwick Stove Company. SN 371,235. Pub. 12-7-71. Filed 9-21-70.

Class 35 — Belting, Hose, Machinery Packing, and Nonmetallic Tires

929,448. (See Class 19 for this trademark.)

929,578. SNO BELT 70. The Mohawk Rubber Company. SN 358,771. Pub. 10-5-71. Filed 5-4-70.

Class 36 — Musical Instruments and Supplies

929,579. CONTINUOUS PROGRESS. Educational Development Corporation. MULTIPLE CLASS (Classes 36 and 38). SN 359,783. Pub. 12-7-71. Filed 5-15-70.

Class 37 — Paper and Stationery

929,580. COFFEE CONE. David Douglas Co., Inc. SN 338,953. Pub. 12-7-71. Filed 9-25-69.

929,581. EEZL-AD. Thomas A. Graham. SN 343,279. Pub. 12-7-71. Filed 11-12-69.

929,582. STANART. Litton Business Systems, Inc. SN 350,104. Pub. 8-3-71. Filed 1-30-70.

929,583. ASTRO-PAK. Reynolds Metals Company. SN 351,977. Pub. 12-7-71. Filed 2-20-70.

929,584. HAPPY FLAPS. Looart Press, Inc., d.b.a. Current, Inc. SN 386,953. Pub. 12-7-71. Filed 3-22-71.

Class 38 — Prints and Publications

929,579. (See Class 36 for this trademark.)

929,585. GUARDIAN. Agway, Inc. SN 294,900. Pub. 12-7-71. Filed 4-4-68.

929,586. BP AND DESIGN. The British Petroleum Company Limited. SN 322,825. Pub. 12-7-71. Filed 3-26-69.

929,587. OCEAN OIL WEEKLY REPORT. The Petroleum Publishing Company. SN 341,283. Pub. 12-7-71. Filed 10-21-69.

929,588. PEOPLE. Blue Chip Publications, Inc. SN 346,598. Pub. 12-7-71. Filed 12-18-69.

929,589. USED EQUIPMENT DIRECTORY. Used Equipment Directory, Inc. SN 349,519. Pub. 12-7-71. Filed 1-23-70.

929,590. WITCHCRAFT ART & FILM. Sheila T. Horan, d.b.a. Witchcraft Art & Film. SN 352,472. Pub. 12-7-71. Filed 2-26-70.

929,591. DATAGUIDE. Eastman Kodak Company. SN 362,898. Pub. 12-7-71. Filed 6-17-70.

929,592. B AND DESIGN. Bahamas Airways. SN 371,048. Pub. 12-7-71. Filed 9-18-70.

929,593. ARTZ TRIO PRINT. Artz Photo, Inc. SN 372,809. Pub. 12-7-71. Filed 10-8-70.

929,594. 24. Way Out Inc. SN 376,627. Pub. 12-7-71. Filed 11-19-70.

929,595. CAMEO DESIGN. The Bryman Schools, Inc. SN 378,346. Pub. 12-7-71. Filed 12-10-70.

929,596. RESPONSIVE GIVING. Kennedy Sinclaire, Inc. SN 378,487. Pub. 12-7-71. Filed 12-11-70.

929,597. KEEN-AGER NEWS. Catholic Charities of the Archdiocese of Chicago, Inc. SN 378,602. Pub. 12-7-71. Filed 12-14-70.

929,598. DIVIDE & CONQUER. Floyd A. Knoll, d.b.a. Divide & Conquer Institute. SN 386,046. Pub. 12-7-71. Filed 3-11-71.

Class 39 — Clothing

929,482. (See Class 22 for this trademark.)

929,599. STAY-FREE. Johnson & Johnson, assignee of Sarong, Inc. SN 349,934. Pub. 9-1-70. Filed 1-29-70.

929,600. DANSAY AND D DESIGN. Societe Chaussures Dansay, S.A. SN 350,429. Pub. 12-7-71. Filed 2-4-70.

929,601. SUNPLAY. The Worcester Knitting Company, Inc. SN 357,659. Pub. 12-7-71. Filed 4-20-70.

929,602. JALLATTE SA AND DESIGN. Societe Jallatte S.A. SN 358,220. Pub. 12-7-71. Filed 4-28-70.

929,603. LIL KIDS. Ely & Walker, Inc. SN 359,344. Pub. 12-7-71. Filed 5-11-70.

929,604. PHYLLIS ALPHA. Bud Wilson, Ltd. SN 360,269. Pub. 12-7-71. Filed 5-19-70.

929,605. JAIME ROMAN. Atlantic Shirt Co., Inc. SN 363,726. Pub. 12-7-71. Filed 6-26-70.

929,606. RAINDUCKER AND DESIGN. Rainducker, Inc. SN 366,983. Pub. 12-7-71. Filed 8-3-70.

929,607. BOOGER RED. Kallison's Western Wear, Inc. SN 369,923. Pub. 12-7-71. Filed 9-4-70.

929,608. PETAL BRA. V.F. Corporation. SN 373,162. Pub. 12-7-71. Filed 10-12-70.

929,609. REGENCY DE LUXE. D'Orsay Mills, Inc. SN 375,105. Pub. 12-7-71. Filed 11-3-70.

929,610. SUEDE PLUS. D'Orsay Mills, Inc. SN 375,106. Pub. 12-7-71. Filed 11-3-70.

929,611. STORK CRAFT. Federated Department Stores, Inc. SN 375,567. Pub. 12-7-71. Filed 11-9-70.

929,612. FLATTERNIT BY DAN RIVER. Dan River Inc. SN 376,445. Pub. 12-7-71. Filed 11-18-70.

929,613. LORIELLI AND DESIGN. Howmark America, Inc. SN 377,403. Pub. 12-7-71. Filed 11-30-70.

929,614. PRINCESS OF DALLAS. Princess Belt and Novelty Co., Inc. SN 377,811. Pub. 12-7-71. Filed 12-4-70.

929,615. GENTLY SHAPING. International Playtex Corporation. SN 378,653. Pub. 12-7-71. Filed 12-14-70.

929,616. SLIP-ONS AND DESIGN. Royce Hosiery Mills, Inc. SN 381,077. Pub. 12-7-71. Filed 1-15-71.

929,617. FLEXNET. Uniroyal, Inc. SN 382,663. Pub. 12-7-71. Filed 2-2-71.

929,618. GOLDEN CLASP. A. Schrater & Sons Co., Inc. SN 384,027. Pub. 12-7-71. Filed 2-17-71.

929,619. SHANNON RODGERS FOR JERRY SILVERMAN. Jerry Silverman, Inc. SN 384,609. Pub. 12-7-71. Filed 2-24-71.

929,620. SHOE STRINGS AND DESIGN. Edouard Jerrold International, Inc. SN 392,862. Pub. 12-7-71. Filed 5-24-71.

929,621. LITTLE KING. Esther K. Davis, d.b.a. Little King Mfg. Co. SN 396,318. Pub. 12-7-71. Filed 7-1-71.

929,622. I-BEAM. Hart Schaffner & Marx. SN 397,011. Pub. 12-7-71. Filed 7-12-71.

929,623. A'NR JR. A & R Junior, Inc. SN 397,288. Pub. 12-7-71. Filed 7-14-71.

Class 40—Fancy Goods, Furnishings, and Notions

929,554. (See Class 29 for this trademark.)

929,624. SWIZZLES BY CAROUSEL AND DESIGN. Carousel Fashions, Inc. SN 331,326. Pub. 6-15-71. Filed 6-30-69.

929,625. HAIRFUNALIA. Hairfunalia, Inc. SN 361,317. Pub. 12-7-71. Filed 6-1-70.

929,626. CARNIVAL. Carousel Fashions, Inc. SN 369,450. Pub. 12-7-71. Filed 8-31-70.

929,627. SEKALON. Rainbow Hair Products, Ltd. SN 392,599. Pub. 12-7-71. Filed 5-20-71.

Class 42—Knitted, Netted, and Textile Fabrics, and Substitutes Therefor

929,482. (See Class 22 for this trademark.)

929,628. WEVEMASTER. Chickamauga Carpet Mills, Inc. SN 359,333. Pub. 12-7-71. Filed 5-11-70.

929,629. AMERICAN MOOD. Thomaston Cotton Mills, d.b.a. Thomaston Mills. SN 364,281. Pub. 12-7-71. Filed 7-2-70.

929,630. TOTE 'N' Tape. Galaxy Carpet Mills, Inc. SN 365,900. Pub. 12-7-71. Filed 7-22-70.

929,631. FORTIFIED FOAM. Phillips-Foscue Corporation. SN 370,618. Pub. 12-7-71. Filed 9-14-70.

929,632. STORK CRAFT AND DESIGN. Federated Department Stores, Inc. SN 375,570. Pub. 12-7-71. Filed 11-9-70.

929,633. THE VELVET TEENS. Graniteville Company. SN 377,896. Pub. 12-7-71. Filed 12-4-70.

929,634. WASHWELL. Woodward, Baldwin & Co., Inc. SN 380,429. Pub. 12-7-71. Filed 1-7-71.

929,635. EVANS-BLACK. E & B Carpet Mills, Inc. SN 383,878. Pub. 12-7-71. Filed 2-16-71.

929,636. IMAGERY. Fieldcrest Mills, Inc. SN 384,189. Pub. 12-7-71. Filed 2-18-71.

929,637. SPECTACULAR. Fieldcrest Mills, Inc. SN 384,190. Pub. 12-7-71. Filed 2-18-71.

929,638. 1ST-STEP. General Felt Industries, Inc., assignee of The Okonite Company. SN 384,216. Pub. 12-7-71. Filed 2-18-71.

929,639. MILLAVEL. Deering Milliken, Inc. SN 397,409. Pub. 12-7-71. Filed 7-15-71.

Class 43—Thread and Yarn

929,640. SPRING-FLEX. Spring-Tex, Inc. SN 356,149. Pub. 12-7-71. Filed 4-6-70.

929,641. TRAIT TEX AND DESIGN. Colonial Woolen Mills, Inc. SN 364,215. Pub. 12-7-71. Filed 7-2-70.

Class 44—Dental, Medical, and Surgical Appliances

929,391. (See Class 6 for this trademark.)

929,642. AMALCAP. Williams Gold Refining Company Incorporated. SN 334,759. Pub. 2-23-71. Filed 8-7-69.

929,643. RECOVER AND DESIGN. Wyomissing Corporation. SN 343,353. Pub. 12-7-71. Filed 11-12-69.

929,644. CURL MIST. The Songrand Corporation. SN 362,750. Pub. 12-7-71. Filed 6-15-70.

929,645. SABIO. Salve S.A. SN 373,849. Pub. 12-7-71. Filed 10-20-70.

929,646. AUDI-O-MONITOR. United States Surgical Corporation. SN 375,952. Pub. 12-7-71. Filed 11-12-70.

929,647. HAPPY-MATES. Electro-Plastics, Inc. SN 376,536. Pub. 12-7-71. Filed 11-19-70.

929,648. VISIMETRON. Miles Laboratories, Inc. SN 376,792. Pub. 12-7-71. Filed 11-23-70.

929,649. TABBY. Edco Surgical Supply Co., Inc. SN 380,368. Pub. 12-7-71. Filed 1-7-71.

929,650. MAGNA GRIP. Litton Medical Products, Inc. SN 380,680. Pub. 12-7-71. Filed 1-11-71.

929,651. SWAN-GANZ. American Hospital Supply Corporation. SN 397,403. Pub. 12-7-71. Filed 7-15-71.

Class 45—Soft Drinks and Carbonated Waters

929,652. ZIP'N SIP. Jeno's, Inc., SN 359,507. Pub. 12-7-71. Filed 5-12-70.

929,653. ITS HIGH TIME FOR HIRES THE HONEST ROOT BEER AND DESIGN. Beverage International, Inc. SN 387,600. Pub. 12-7-71. Filed 3-29-71.

929,654. FEMALE SILHOUETTE. Canada Dry Corporation. SN 394,199. Pub. 12-7-71. Filed 6-8-71.

Class 46—Foods and Ingredients of Foods

929,387. (See Class 3 for this trademark.)

929,655. DAYLIGHT DONUTS—SOMETHING TO CROW ABOUT AND DESIGN. William T. Day, d.b.a. Daylight Donut Flour Company. SN 239,603. Pub. 12-5-67. Filed 2-25-66.

929,656. DAYLIGHT. William T. Day, d.b.a. Daylight Donut Flour Company. SN 239,603. Pub. 12-5-67. Filed 2-25-66.

929,657. LITE-LINE. Borden, Inc. SN 313,553. Pub. 10-14-69. Filed 12-4-68.

929,658. FLOWER POWER. The Donruss Company. SN 316,778. Pub. 12-8-70. Filed 1-16-69.

929,659. PIZZA PIRATE. Mansion House Products Ltd. SN 331,630. Pub. 12-7-71. Filed 7-2-69.

929,660. GET WELL SOUPS & SAUCES ETC. AND DESIGN. Maria Bragalini, d.b.a. Maria's Cin Cin. SN 339,540. Pub. 12-7-71. Filed 10-2-69.

929,661. VIS VITAE POWDER. William F. Brown, d.b.a. Enzyme Research Laboratory. SN 339,551. Pub. 4-20-71. Filed 10-2-69.

929,662. CHICKEN CHOPS. CPC International Inc. SN 342,954. Pub. 12-7-71. Filed 11-7-69.

929,663. JOE LOUIS Joe Louis Milk Company, Inc. SN 348,160. Pub. 12-7-71. Filed 1-9-70.

929,664. MELODY MAKE YOUR MENUS SING AND DESIGN. Melody Foods, Inc. SN 349,491. Pub. 5-18-71. Filed 1-23-70.

929,665. SKI HUT. The Ski Hut. SN 354,672. Pub. 12-7-71. Filed 3-19-70.

929,666. MAINE MANNA. Polarsone Foods, Inc. SN 357,114. Pub. 12-7-71. Filed 4-16-70.

929,667. JIGSAW. Jeno's, Inc. SN 359,504. Pub. 12-7-71. Filed 5-12-70.

929,668. NEEDHAM. Needham Packing Company, Inc. SN 360,359. Pub. 12-7-71. Filed 5-20-70.

929,669. MISCELLANEOUS DESIGN. Maxsone Enterprises, Inc. SN 361,738. Pub. 12-7-71. Filed 6-4-70.

929,670. MAXI SPREADS. Armour-Dial, Inc. SN 361,810. Pub. 12-7-71. Filed 6-5-70.

929,671. THE LAST WORD AND BRAND. United Citrus Products Corp. SN 364,303. Pub. 12-7-71. Filed 7-2-70.

929,672. "MR. PUMPKIN." Topps Chewing Gum, Incorporated. SN 364,958. Pub. 12-7-71. Filed 7-10-70.

929,673. SIONON. Farbenfabriken Bayer Aktiengesellschaft. SN 365,071. Pub. 12-7-71. Filed 7-13-70.

929,674. INSTA MERSE. Institutional Marketeers, Inc. SN 365,730. Pub. 12-7-71. Filed 7-20-70.

929,675. WASA ROYAL. Wasabrod Aktiebolag. SN 366,225. Pub. 12-7-71. Filed 7-24-70.

929,676. FIRST FARE AND DESIGN. The General Tire & Rubber Company. SN 367,842. Pub. 12-7-71. Filed 8-12-70.

929,677. THE FRENCH MANOR AND DESIGN. The French Manor Company. SN 374,441. Pub. 12-7-71. Filed 10-27-70.

929,678. TROLOX. Hoffmann-La Roche Inc. SN 374,446. Pub. 12-7-71. Filed 10-27-70.

929,679. G. U. FREDA. Freda Corporation, assignee of G. U. Freda Sausage Co. SN 375,582. Pub. 12-7-71. Filed 11-9-70.

929,680. THE HEART OF A GREAT SALAD. Consolidated American Industries, Inc. SN 370,062. Pub. 12-7-71. Filed 9-8-70.

929,681. FREDA BRAND AND DESIGN. Freda Corporation, assignee of G. U. Freda Sausage Co. SN 376,203. Pub. 12-7-71. Filed 11-16-70.

929,682. FREDA. G. U. Freda Sausage Co. SN 376,204. Pub. 12-7-71. Filed 11-16-70.

929,683. CARNATION. Carnation Company. SN 376,841. Pub. 12-7-71. Filed 11-23-70.

929,684. ENERGY FUEL. T. Marsetti Company, assignee of Carter-Wallace, Inc. SN 377,832. Pub. 12-7-71. Filed 12-4-70.

929,685. FUEL BAR. T. Marsetti Company, assignee of Carter-Wallace, Inc. SN 377,833. Pub. 12-7-71. Filed 12-4-70.

929,686. LITELEE. T. Marsetti Company, assignee of Carter-Wallace, Inc. SN 377,834. Pub. 12-7-71. Filed 12-4-70.

929,687. ESCAPADE. T. Marsetti Company, assignee of Carter-Wallace, Inc. SN 377,836. Pub. 12-7-71. Filed 12-4-70.

929,688. QUIVERS. T. Marsetti Company, assignee of Carter-Wallace, Inc. SN 377,837. Pub. 12-7-71. Filed 12-4-70.

929,689. FEMINETTE. T. Marsetti Company, assignee of Carter-Wallace, Inc. SN 377,840. Pub. 12-7-71. Filed 12-4-70.

929,690. CALORIFIC. T. Marsetti Company, assignee of Carter-Wallace, Inc. SN 377,843. Pub. 12-7-71. Filed 12-4-70.

929,691. HAPPYGEL. T. Marsetti Company, assignee of Carter-Wallace, Inc. SN 377,844. Pub. 12-7-71. Filed 12-4-70.

929,692. GELANETTE. T. Marsetti Company, assignee of Carter-Wallace, Inc. SN 377,845. Pub. 12-7-71. Filed 12-4-70.

929,693. GELADE. T. Marsetti Company, assignee of Carter-Wallace, Inc. SN 377,846. Pub. 12-7-71. Filed 12-4-70.

929,694. PACIFIC Douwe Egberts Koninklijke Tabaksfabriek-Koffiebranderijen-Theehandel N.V. SN 381,446. Pub. 12-7-71. Filed 1-20-71.

929,695. GREAT BAKES. DCA Food Industries Inc. SN 383,798. Pub. 12-7-71. Filed 2-16-71.

929,696. BLUE SPOT ETC. AND DESIGN. Blue Lake Packers, Inc. SN 385,053. Pub. 12-7-71. Filed 3-1-71.

929,697. RED SPOT AND DESIGN. Blue Lake Packers, Inc. SN 385,054. Pub. 12-7-71. Filed 3-1-71.

929,698. SLIM N' LIGHT. Edlo Enterprises, Inc. SN 386,279. Pub. 12-7-71. Filed 3-15-71.

929,699. THE CROWD PLEASER. Welch Foods Inc. SN 387,131. Pub. 12-7-71. Filed 3-23-71.

929,700. SNAPS AND DESIGN. Liv-A-Snaps, Incorporated. SN 387,361. Pub. 12-7-71. Filed 3-25-71.

929,701. PARTY-THINS. American Home Products Corporation. SN 387,597. Pub. 12-7-71. Filed 3-29-71.

929,702. HONEST ONION. RJR Foods, Inc. SN 390,751. Pub. 12-7-71. Filed 4-30-71.

929,703. COLLEGE INN HONEST ONION. RJR Foods, Inc. SN 390,752. Pub. 12-7-71. Filed 4-30-71.

929,704. FRAPPE. Safeway Stores, Incorporated. SN 391,067. Pub. 12-7-71. Filed 5-4-71.

929,705. BEEF SNAPS. Liv-A-Snaps, Incorporated. SN 391,248. Pub. 12-7-71. Filed 5-6-71.

929,706. PUDDIN' PALS. Pet Incorporated. SN 392,597. Pub. 12-7-71. Filed 5-20-71.

929,707. AGLIO MIO AND DESIGN. Cimino-Vessey Foods, Inc. SN 392,733. Pub. 12-7-71. Filed 5-21-71.

299,708. N-RICH. Beatrice Foods Co. SN 396,146. Pub. 12-7-71. Filed 6-30-71.

929,709. MIL-PRO. Ralston Purina Company. SN 397,999. Pub. 12-7-71. Filed 7-22-71.

Class 47 — Wines

929,710. CONCANNON VINEYARD. Concannon Vineyard. SN 396,959. Pub. 12-7-71. Filed 7-12-71.

929,711. PRELUDE. Concannon Vineyard. SN 396,960. Pub. 12-7-71. Filed 7-12-71.

Class 48 — Malt Beverages and Liquors

929,712. PRESIDENTE AND DESIGN. Cerveceria Nacional Dominicana C. por A. SN 372,597. Pub. 12-7-71. Filed 10-6-70.

Class 49 — Distilled Alcoholic Liquors

929,713. CURTIS. The Curtis Distillery Company Limited. SN 343,045. Pub. 12–7–71. Filed 11–10–69.

929,714. MC GILL AND DESIGN. James B. Beam Import Corp. SN 366,885. Pub. 12–7–71. Filed 8–3–70.

929,715. PUERTO VALLARTA. Bohemian Distributing Company, d.b.a. Puerto Vallarta Company. SN 368,848. Pub. 12–7–71. Filed 8–24–70.

929,716. OLD STANLEY. Old Stanley Distillery, Inc., d.b.a. Old Stanley Distillery. SN 392,158. Pub. 12–7–71. Filed 5–17–71.

929,717. OLD REPEATER. Old Stanley Distillery, Inc., d.b.a. Old Repeater Distillery. SN 392,159. Pub. 12–7–71. Filed 5–17–71.

929,718. SABLE 72. Hiram Walker & Sons, Inc. SN 396,407. Pub. 12–7–71. Filed 7–2–71.

929,719. WHITE WIND. Hiram Walker & Sons, Inc. SN 396,408. Pub. 12–7–71. Filed 7–2–71.

Class 50 — Merchandise Not Otherwise Classified

929,384. (See Class 2 for this trademark.)

929,720. SIGNET. Signet Sign Company Limited. SN 361,009. Pub. 12–7–71. Filed 5–27–70.

929,721. STERNCO AND DESIGN. Sternco Industries, Inc. SN 370,856. Pub. 12–7–71. Filed 9–16–70.

929,722. VAN DYKE'S. L. J. Van Dyke, d.b.a. Van Dyke Supply Company. SN 380,161. Pub. 12–7–71. Filed 1–4–71.

929,723. CRACKLE STRAW. Flex International, Inc. SN 387,842. Pub. 12–7–71. Filed 3–30–71.

929,724. SQUEAKY STRAW. Flex International, Inc. SN 387,843. Pub. 12–7–71. Filed 3–30–71.

929,725. W. Don B. Jenkins, d.b.a. The Wirecrafter. SN 396,162. Pub. 12–7–71. Filed 6–30–71.

Class 51 — Cosmetics and Toilet Preparations

929,554. (See Class 29 for this trademark.)

929,726. ORA SELTZER. Miles Laboratories, Inc., assignee of Howard P. Andersen. SN 329,679. Pub. 10–20–70. Filed 6–11–69.

929,727. SHISEIDO QUINTESS. Shiseido Co., Ltd. SN 347,968. Pub. 12–7–71. Filed 1–7–70.

929,728. DEVOTEE. Avon Products, Inc. MULTIPLE CLASS (Classes 51 and 52). SN 371,343. Pub. 12–7–71. Filed 9–22–70.

929,729. VERMEIL. Viviane Woodard Corporation, d.b.a. Woodard For Men. SN 371,650. Pub. 12–7–71. Filed 9–24–70.

929,730. DULCET. Puritan Chemical Company. SN 372,542. Pub. 12–7–71. Filed 10–5–70.

929,731. SOLNEIGE. Miles Laboratories, Inc. SN 387,612. Pub. 12–7–71. Filed 3–29–71.

Class 52 — Detergents and Soaps

929,436. (See Class 16 for this trademark.)

929,728. (See Class 51 for this trademark.)

929,732. BLACK MINK. Leon Products, Inc. SN 311,501. Pub. 12–7–71. Filed 11–6–68.

929,733. NUTRINE AND DESIGN. Nutrine, Ltd. SN 338,259. Pub. 12–7–71. Filed 9–18–69.

929,734. SELSUN BLUE. Abbott Laboratories. SN 358,529. Pub. 12–7–71. Filed 5–1–70.

929,735. ARIEL. The Proctor & Gamble Company. SN 362,069. Pub. 12–7–71. Filed 6–8–70.

929,736. FLOORKEEPER. Breuer Electric Mfg. Co. SN 372,454. Pub. 12–7–71. Filed 10–5–70.

929,737. CARPET KEEPER. Breuer Electric Mfg. Co. SN 372,455. Pub. 12–7–71. Filed 10–5–70.

929,738. ILLUSTRIOUS. Puritan Chemical Company. SN 372,533. Pub. 12–7–71. Filed 10–5–70.

929,739. ALUMAX. Puritan Chemical Company. SN 372,538. Pub. 12–7–71. Filed 10–5–70.

929,740. BODY BALANCE. Lever Brothers Company. SN 381,837. Pub. 12–7–71. Filed 1–25–71.

929,741. BODY IN A BOTTLE. Lever Brothers Company. SN 384,015. Pub. 12–7–71. Filed 2–17–71.

929,742. BODY STAPLE. Lever Brothers Company. SN 381,839. Pub. 12–7–71. Filed 1–25–71.

929,743. NATURALLY THICK. Lever Brothers Company. SN 383,119. Pub. 12–7–71. Filed 2–8–71.

929,744. YOUNG DAY. Carter-Wallace, Inc. SN 390,855. Pub. 12–7–71. Filed 4–6–71.

929,745. YOUNG FUN. Carter-Wallace, Inc. SN 390,856. Pub. 12–7–71. Filed 4–6–71.

929,746. CLEAR AHEAD. Shulton, Inc. SN 394,006. Pub. 12–7–71. Filed 6–7–71.

Service Marks

Class 100 — Miscellaneous

929,747. TANKS FOR YOUR BUSINESS! Tanks, Inc. SN 308,545. Pub. 12–7–71. Filed 9–30–68.

929,748. DRESSER ATLAS. Dresser Industries, Inc. MULTIPLE CLASS (Classes 100 and 103). SN 310,216. Pub. 12–7–71. Filed 10–22–68.

929,749. SUN DESIGN. Sun Valley Company Inc. MULTIPLE CLASS (Classes 100, 101, and 107). SN 310,611. Pub. 6–8–71. Filed 10–28–68.

929,750. SUN VALLEY AND SUN DESIGN. Sun Valley Company Inc. MULTIPLE CLASS (Classes 100, 101, and 107). SN 311,732. Pub. 4–6–71. Filed 11–12–68.

929,751. EL CHICO. El Chico Corporation. SN 312,443. Pub. 1–13–70. Filed 11–18–68.

929,752. MISS BAR·B·Q. Mr. Bar·B·Q, Inc. SN 324,971. Pub. 12–7–71. Filed 2–25–69.

929,753. OWN YOUR OWN WORLD. Rental World Incorporated. MULTIPLE CLASS (Classes 100 and 101). SN 336,730. Pub. 12–7–71. Filed 9–2–69.

929,754. WITHDRAWN.

929,755. LSR. Stone & Webster Corporation. MULTIPLE CLASS (Classes 100 and 103). SN 340,873. Pub. 12–7–71. Filed 10–16–69.

929,756. LOADED SPINNING RESERVE. Stone & Webster Corporation. MULTIPLE CLASS (Classes 100 and 103). SN 340,874. Pub. 12–7–71. Filed 10–16–69.

929,757. OMNICOMP. Omnicomp. MULTIPLE CLASS (Classes 100 and 101). SN 341,800. Pub. 12–7–71. Filed 10–27–69.

929,758. HOUSE OF CHAN. House of Chan, Inc. SN 342,106. Pub. 12–7–71. Filed 10–29–69.

929,759. TACO BELL AND DESIGN. Taco Bell, Inc. SN 343,063. Pub. 12–7–71. Filed 11–10–69.

929,760. OCEANAUTICS, INC. AND DESIGN. Oceanautics, Inc. SN 350,513. Pub. 12–7–71. Filed 2–4–70.

929,761. M AND DESIGN. Master Parks, Inc. SN 350,591. Pub. 12–7–71. Filed 2–5–70.

929,762. LE DULUTH DESIGN. Lakehead Electric Company. MULTIPLE CLASS (Classes 100 and 103). SN 350,926. Pub. 12–7–71. Filed 2–9–70.

929,763. BIGI'S CUTAWAY. Bergdorf & Goodman Company. SN 354,388. Pub. 12-7-71. Filed 3-18-70.

929,764. GENESIS. Genesis, Incorporated. SN 355,812. Pub. 12-7-71. Filed 3-30-70.

929,765. BEGINNING POINT A. LINCOLN SURVEY ETC. AND DESIGN. Petersburg Chamber of Commerce. SN 358,333. Pub. 12-7-71. Filed 4-29-70.

929,766. BANK/AID. The Chase Manhattan Bank, National Association. SN 362,188. Pub. 12-7-71. Filed 6-10-70.

929,767. COMMUNITY LIFE-LINE, INC. ETC. AND DESIGN. Community Life-Line, Inc. SN 372,289. Pub. 12-7-71. Filed 10-2-70.

929,768. PREP WEAR AND DESIGN. National Service Industries, Inc. SN 373,931. Pub. 12-7-71. Filed 10-21-70.

929,769. DUMPLING'S. Dumpling's, Ltd. SN 375,196. Pub. 12-7-71. Filed 11-4-70.

929,770. HEALTH CARE+A+VAN. Warner-Lambert Company. SN 376,626. Pub. 12-7-71. Filed 11-19-70.

929,771. BPL. International Timesharing Corporation. SN 378,543. Pub. 12-7-71. Filed 12-14-70.

929,772. INTERNATIONAL MARINERS ASSOCIATION INC. AND DESIGN. International Mariners Association, Inc. SN 390,744. Pub. 12-7-71. Filed 4-30-71.

Class 101 — Advertising and Business

929,749. (See Class 100 for this trademark.)

929,750. (See Class 100 for this trademark.)

929,753. (See Class 100 for this trademark.)

929,757. (See Class 100 for this trademark.)

929,773. WE CARE. AID, Inc., by change of name from American Institutional Developers, Inc. SN 298,095. Pub. 12-7-71. Filed 5-14-68.

929,774. DE ROTCHILD. Elie Ouaknine, d.b.a. De Rotchild Company. SN 328,436. Pub. 12-7-71. Filed 5-27-69.

929,775. EL CHICO. El Chico Corporation. SN 332,225. Pub. 4-14-70. Filed 7-10-69.

929,776. TRAVELAND. Traveland of S.C. Inc. SN 335,904. Pub. 12-7-71. Filed 8-21-69.

929,777. CLUBMAN'S CLUB AND DESIGN. Murray L. Martin, d.b.a. Clubman's Club. SN 339,946. Pub. 12-7-71. Filed 9-30-69.

929,778. PARTIME AND HUMANS DESIGN. Partime, Inc. SN 340,615. Pub. 12-7-71. Filed 10-15-69.

929,779. WORD AND DESIGN. The Lodge & Shipley Company. MULTIPLE CLASS (Classes 101 and 107). SN 346,632. Pub. 2-2-71. Filed 12-18-69.

929,780. AMERICAN HANDICRAFTS. Tandy Corporation. SN 346,982. Pub. 12-7-71. Filed 12-22-69.

929,781. GOLFOMINIUM. Arrowhead Development Corp. SN 347,677. Pub. 12-7-71. Filed 1-2-70.

929,782. MALE FACE DESIGN. The Reading Development Center, Inc. MULTIPLE CLASS (Classes 101 and 107). SN 347,681. Pub. 12-7-71. Filed 1-5-70.

929,783. SHAPE SHOP. Dynamic Classics, Ltd. SN 347,995. Pub. 12-7-71. Filed 1-8-70.

929,784. MAIL-CHEK. Professional Market Research, Inc. SN 349,528. Pub. 12-7-71. Filed 1-26-70.

929,785. ML DESIGN. Media Leads, Inc. SN 350,497. Pub. 12-7-71. Filed 2-4-70.

929,786. COMTYPE. George Lithograph Company. SN 353,186. Pub. 12-7-71. Filed 3-5-70.

929,787. COPY POST AND DESIGN. Constantine Stephano, d.b.a. Copy Post Instant Copy Service. SN 353,584. Pub. 12-7-71. Filed 3-9-70.

929,788. JOSEPH MAGNIN. Amfac, Inc. SN 355,733. Pub. 12-7-71. Filed 4-2-70.

929,789. IBC MEMBER BUYERS CO-OP AND DESIGN. International Buyers Corporation. SN 358,437. Pub. 12-7-71. Filed 4-30-70.

929,790. JOHN'S JEANS. FLF, Inc., and Diversified Ventures, Inc. (joint venture). SN 361,117. Pub. 12-7-71. Filed 5-28-70.

929,791. THE TINKERS DAM AND DESIGN. The Tinkers Dam, Inc. SN 361,190. Pub. 12-7-71. Filed 5-28-70.

929,792. LEDGERMATIC. Management Statistics Corp. SN 366,948. Pub. 12-7-71. Filed 8-3-70.

929,793. MATURE TEMPS INC. AND DESIGN. Mature Temps, Inc. SN 368,379. Pub. 12-7-71. Filed 8-18-70.

929,794. JF & M ASSOCIATES ETC. AND DESIGN. J. Frederick Marcy and Associates, Inc. SN 368,895. Pub. 12-7-71. Filed 8-24-70.

929,795. THREE DIAMOND DESIGN. Mitsubishi International Corporation. SN 369,174. Pub. 12-7-71. Filed 8-27-70.

929,796. STORETEST. Storecast Corporation of America. SN 376,620. Pub. 12-7-71. Filed 11-19-70.

929,797. PATEXPO. Patents Int'l Affiliates, Ltd. SN 377,781. Pub. 12-7-71. Filed 12-3-70.

929,798. CROSSROADS AND DESIGN. Rhodes, Inc. SN 378,556. Pub. 12-7-71. Filed 12-14-70.

Class 102 — Insurance and Financial

929,799. TRI-STATE AND SHIELD DESIGN. The Tri-State Savings and Loan Company. SN 335,717. Pub. 12-7-71. Filed 8-19-69.

929,800. TWO LIONS HEADS (DESIGN). J. H. Crang & Co. SN 340,519. Pub. 12-7-71. Filed 10-13-69.

929,801. REVERE. Revere Fund, Inc. SN 345,675. Pub. 12-7-71. Filed 12-8-69.

929,802. SIPCO AND DESIGN. Security Investment Premium Company, Inc. SN 347,326. Pub. 12-7-71. Filed 12-29-69.

929,803. MISCELLANEOUS DESIGN. The Arizona Bank. SN 351,671. Pub. 12-7-71. Filed 2-18-70.

929,804. THE BANK OF THE PACIFIC. Bank of Hawaii. SN 353,975. Pub. 12-7-71. Filed 3-13-70.

929,805. VALLEY CHECK-CREDIT. The Kanawha Valley Bank. SN 354,731. Pub. 12-7-71. Filed 3-20-70.

929,806. 3-IN-1 PASSBOOK. United California Bank. SN 364,620. Pub. 12-7-71. Filed 7-8-70.

929,807. III DESIGN. The Three Rivers Bank & Trust Company. SN 370,644. Pub. 12-7-71. Filed 9-14-70.

929,808. THREE RIVERS BANK & TRUST COMPANY AND DESIGN. The Three Rivers Bank & Trust Company. SN 370,645. Pub. 12-7-71. Filed 9-14-70.

Class 103 — Construction and Repair

929,748. (See Class 100 for this trademark.)

929,755. (See Class 100 for this trademark.)

929,756. (See Class 100 for this trademark.)

929,762. (See Class 100 for this trademark.)

929,809. STRATHMORE. Levitt and Sons, Incorporated Delaware corporation), by merger and change of name from Levitt and Sons, Incorporated (New York corporation). SN 252,484. Pub. 12-7-71. Filed 8-16-66.

929,810. RPS AND DESIGN. RPS Products, Inc. SN 336,179. Pub. 12-7-71. Filed 8-25-69.

929,811. DYNO-TUNE ETC. AND DESIGN. Clayton Manufacturing Company. SN 369,452. Pub. 12-7-71. Filed 8-31-70.

Class 105 — Transportation and Storage

929,812. THEATRE TIME TOURS. Group Voyagers, Inc. SN 339,014. Pub. 12-7-71. Filed 9-26-69.

929,813. THE HAULMARK OF UNCOMMON SERVICE. O·N·C Motor Freight System. SN 339,923. Pub. 12-7-71. Filed 10-6-69.

929,814. HOLIDAYS AROUND THE WORLD AND DESIGN. Continental Trailways Tours, Inc. SN 355,741. Pub. 12-7-71. Filed 4-2-70.

Class 106 — Material Treatment

929,815. CO-MO. GAF Corporation. SN 348,525. Pub. 12-7-71. Filed 1-14-70.

929,816. FLUORO KOTE. Dr. John L. Margrave, d.b.a. Marchem. SN 374,686. Pub. 12-7-71. Filed 10-29-70.

Class 107 — Education and Entertainment

929,749. (See Class 100 for this trademark.)

929,750. (See Class 100 for this trademark.)

929,779. (See Class 101 for this trademark.)

929,782. (See Class 101 for this trademark.)

929,817. OO XX AND DESIGN. James V. D. Eppes. SN 334,312. Pub. 12-7-71. Filed 8-4-69.

929,818. HONEYWELL. Honeywell Inc. SN 356,680. Pub. 12-7-71. Filed 4-13-70.

929,819. NATIONAL MAJORETTE CLINICS AND DESIGN. Youth Camps, Incorporated. SN 373,352. Pub. 12-7-71. Filed 10-14-70.

Collective Membership Mark

Class 200

929,820. MISCELLANEOUS DESIGN. Supreme Forest Tall Cedars of Lebanon of the United States of America. SN 354,908. Pub. 12-7-71. Filed 3-23-70.

Certification Mark

Class A — Goods

929,821. TENNESSEE CERTIFIED AND DESIGN. Tennessee Crop Improvement Association. SN 322,362. Pub. 12-7-71. Filed 3-20-69.

SUPPLEMENTAL REGISTER

These registrations are not subject to opposition.

SECTION 1

(Combined Certificates)

929,822. Vita-Bark, Inc., d.b.a. Garden Bark Products, Sacramento, Calif. SN 272,653. Filed P.R. 5-29-67; Am. S.R. 10-26-71.

GARDEN BARK

Class 1—Raw or Partly Prepared Materials

For Tree Bark for Use as a Decorative and Protective Ground Cover; and for Use as a Plant-Growing Media (Int. Cl. 31).

Class 10—Fertilizers

For Enriched Tree Bark for Use as a Mulch, as a Soil Amendment and as a Soil Conditioner (Int. Cl. 1).

First use July 22, 1958.

SECTION 2

Class 1 — Raw or Partly Prepared Materials

929,822. See Section 1 (Combined Certificate).

Class 10 — Fertilizers

929,822. See Section 1 (Combined Certificate).

Class 18 — Medicines and Pharmaceutical Preparations

929,823. Dobb Pharmacal Co., Inc., Yonkers, N.Y. SN 364,856. Filed P.R. 7-10-70; Am. S.R. 10-4-71.

FAST-SLEEP

For Sleeping Tablets (Int. Cl. 5).
First use June 19, 1970.

Class 46 — Foods and Ingredients of Foods

929,824. The J. B. Williams Company, Inc., New York, N.Y. SN 352,397. Filed P.R. 2-25-70; Am. S.R. 2-12-71.

DIET-BURGA

For All Vegetable Mix To Be Used as an Ingredient in Making a Dietary Meat Product (Int. Cl. 29).
First use Dec. 12, 1969.

929,825. Shurfine-Central Corporation, Northlake, Ill. SN 358,921. Filed P.R. 5-6-70; Am. S.R. 9-2-71.

Tend'r-Aged

For Fresh and Smoked Cuts of Meat (Int. Cl. 29).
First use Feb. 17, 1970.

929,826. United Grocers, Ltd., Richmond, Calif. SN 367,891. Filed P.R. 8-12-70; Am. S.R. 10-4-71.

POP-O

For Pop Corn (Int. Cl. 31).
First use on or about Mar. 16, 1970.

Class 47 — Wines

929,827. Maison Geiswedler et Fils, d.b.a. Duret & Cie, Nuits-saint-Georges (Cote d'Or), France. SN 364,059. Filed P.R. 6-30-70; Am. S.R. 8-20-71.

DURET

Owner of French Reg. No. 1,320, dated Sept. 5, 1960 (Nuits-St-Georges); Natl. Inst. No. 150,967.
For Wines (Int. Cl. 33).

Class 51 — Cosmetics and Toilet Preparations

929,828. Studio Girl-Hollywood, Inc., Chicago, Ill. SN 362,085. Filed P.R. 6-8-70; Am. S.R. 10-12-71.

LIME 'N SPICE

For Face Lotion (Int. Cl. 3).
First use on or about Aug. 15, 1969.

929,829. Redken Laboratories, Inc., Van Nuys, Calif. SN 380,012. Filed P.R. 1-4-71; Am. S.R. 10-12-71.

BLONDE MINK

For Hair Tint (Int. Cl. 3).
First use Aug. 25, 1970.

929,830. Redken Laboratories, Inc., Van Nuys, Calif. SN 380,013. Filed P.R. 1-4-71; Am. S.R. 10-12-71.

BROWN MINK

For Hair Tint (Int. Cl. 3).
First use Aug. 25, 1970.

929,831. Redken Laboratories, Inc., Van Nuys Calif. SN 380,015. Filed P.R. 1-4-71; Am. S.R. 10-12-71.

STAY RED

For Hair Tint (Int. Cl. 3).
First use Aug. 25, 1970.

TRADEMARK REGISTRATIONS RENEWED

37,560. "FORCE." Cl. 46 (Int. Cl. 30). 12-31-01.
84,746. "TONSILINE" ETC. AND DESIGN. Cl. 18 (Int. Cl. 5). 1-2-12.
287,746. "PEGASUS" AND REPRESENTATION OF FLYING HORSE. Cl. 15 (Int. Cl. 4). 10-6-31.
290,045. HEARTIES. Cl. 46 (Int. Cl. 30). 12-22-31.
290,358. PREMIER. Cl. 14 (Int. Cl. 6). 1-5-32.
291,019. ART-TEX. Cl. 16 (Int. Cl. 2). 1-26-32.
291,282. GUARDIAN. Cl. 13 (Int. Cl. 6). 2-9-32.
292,028. LUSTERSHEEN. Cl. 52 (Int. Cl. 3). 3-1-32.
293,193. THE NEW WORLD. Cl. 38 (Int. Cl. 16). 4-12-32.
293,392. EDSOT. Cl. 46 (Int. Cl. 29). 4-19-32.
546,867. CARDA. Cl. 12 (Int. Cl. 6). 8-21-51.
547,467. CONTEMPORA. Cl. 36 (Int. Cl. 15). 9-4-51.
547,825. PLASTO. Cl. 44 (Int. Cl. 10). 9-11-51.
547,997. TOWN AND COUNTRY. Cl. 19 (Int. Cl. 12). 9-11-51.
548,046. SHERMAN'S. Cl. 17 (Int. Cl. 34). 9-11-51.
548,092. AMERICAN. Cl. 19 (Int. Cl. 12). 9-18-51.
548,223. A-C-K. Cl. 18 (Int. Cl. 5). 9-18-51.
548,588. SERPENT, TREE AND PYRAMIDS (DESIGN). Cl. 18 (Int. Cl. 5). 9-25-51.
548,670. J-M REEFERITE. Cl. 12 (Int. Cl. 6). 9-25-51.
548,798. RECKER. Cl. 46 (Int. Cl. 31). 9-25-51.
549,044. NATIONAL. Cl. 12 (Int. Cl. 17). 10-2-51.
549,140. BOOTMAKER GUILD. Cl. 39 (Int. Cl. 25). 10-9-51.
549,915. SPENCER-ADAMS. Cl. 16 (Int. Cl. 2). 10-23-51.
549,970. UNITEX. Cl. 1 (Int. Cl. 17). 10-23-51.
550,502. CHEMICAL FLASH (DESIGN). Cl. 52 (Int. Cl. 3). 11-6-51.
550,641. OBERMAN AND CO ETC. AND DESIGN. Cl. 39 (Int. Cl. 25). 11-13-51.
550,599. GRIPTRED. Cl. 35 (Int. Cl. 17). 11-6-51.
551,407. WEATHER FOIL. Cl. 2 (Int. Cl. 6). 11-27-51.
551,498. CLOW. Cl. 13 (Int. Cl. 6). 12-4-51.
551,747. KING KOLE. Cl. 39 (Int. Cl. 25). 12-4-51.
551,895. FOOD KING. Cl. 46 (Int. Cls. 29 and 32). 12-11-51.
551,907. CHORICERO. Cl. 46 (Int. Cl. 30). 12-11-51.
551,929. COMET. Cl. 46 (Int. Cl. 30). 12-11-51.
551,930. O.B. Cl. 46 (Int. Cl. 30). 12-11-51.
552,020. BLACLINE. Cl. 26 (Int. Cl. 1). 12-11-51.
552,037. "SETTLER." Cl. 32 (Int. Cl. 20). 12-11-51.
552,259. BLUE STAR AND DESIGN. Cl. 46 (Int. Cls. 29 and 30). 12-18-51.
552,271. FER-IN-SOL. Cl. 18 (Int. Cl. 5). 12-18-51.
552,305. AMBRITE. Cl. 6 (Int. Cl. 2). 12-18-51.

552,521. PABLUM. Cl. 46 (Int. Cl. 5). 12-25-51.
552,626. PARAPLASTIC. Cl. 12 (Int. Cl. 17). 1-1-52.
552,757. TERCOD. Cl. 34 (Int. Cl. 9). 1-1-52.
552,930. COCONETTOS. Cl. 46 (Int. Cl. 30). 1-8-52.
552,944. CHOW. Cl. 46 (Int. Cl. 31). 1-8-52.
553,101. PANGBON. Cl. 31 (Int. Cl. 11). 1-8-52.
553,118. EXCEL-SHEER. Cl. 39 (Int. Cl. 25). 1-8-52.
553,133. DURAPLASTIC. Cl. 12 (Int. Cl. 19). 1-8-52.
553,138. EMPEROR. Cl. 34 (Int. Cl. 15). 1-8-52.
553,227. NEHI. Cl. 46 (Int. Cl. 30). 1-8-52.
553,689. S AND SHIELD DESIGN. Cl. 13 (Int. Cl. 6). 1-22-52.
553,767. UNION SALVE AND DESIGN. Cl. 18 (Int. Cl. 5). 1-22-52.
553,867. T.V. TIME. Cl. 46 (Int. Cl. 29). 1-22-52.
553,933. KING MOUNTAIN. Cl. 46 (Int. Cl. 29). 1-22-52.
553,934. PURPLE BLOOM AND DESIGN. Cl. 46 (Int. Cl. 29). 1-22-52.
554,008. DRYLON. Cl. 18 (Int. Cl. 5). 1-22-52.
554,193. WESTWAX. Cl. 4 (Int. Cl. 3). 1-29-52.
554,227. UNITEC. Cl. 15 (Int. Cl. 4). 1-29-52.
554,259. JOHN DEERE QUALITY EQUIPMENT. Cl. 16 (Int. Cl. 2). 1-29-52.
554,271. TOMORIN. Cl. 6 (Int. Cl. 5). 1-29-52.
554,428. WITTE. Cls. 21 and 23 (Int. Cl. 7). 2-5-52.
554,473. SEVETOL. Cl. 18 (Int. Cl. 5). 2-5-52.
554,678. VELON. Cl. 1 (Int. Cl. 17). 2-12-52.
554,811. DACRON. Cl. 1 (Int. Cl. 22). 2-12-52.
555,138. USS AND DESIGN. Cl. 103 (Int. Cl. 37). 2-19-52.
555,144. T.T. AND DESIGN. Cl. 105 (Int. Cl. 39). 2-19-52.
555,223. BRYN MAWR. Cl. 39 (Int. Cl. 25). 2-26-52.
555,375. BUTTON. Cl. 40 (Int. Cl. 26). 2-26-52.
555,415. GULF AND DESIGN. Cl. 23 (Int. Cl. 8). 2-26-52.
555,541. RESTO-CRETE AND DESIGN. Cl. 12 (Int. Cl. 1). 3-4-52.
555,576. FIGURE ATLAS WITH WORLD ON SHOULDERS. Cl. 23 (Int. Cl. 7). 3-4-52.
555,821. JOON. Cl. 51 (Int. Cl. 3). 3-11-52.
556,003. NEHI. Cl. 45 (Int. Cl. 32). 3-11-52.
556,004. BAHA'I. Cl. 38 (Int. Cl. 16). 3-11-52.
556,166. HENNY PENNY. Cl. 46 (Int. Cl. 31). 3-18-52.
556,373. PHILBLACK. Cl. 6 (Int. Cl. 1). 3-18-52.
556,385. AG AND DESIGN. Cl. 46 (Int. Cls. 29, 30, and 32). 3-18-52.
556,387. CENTURION. Cl. 39 (Int. Cl. 25). 3-18-52.
556,722. WEST ETC. AND DESIGN. Cl. 13 (Int. Cl. 21). 3-25-52.
556,730. NEOBAKASAL. Cl. 46 (Int. Cl. 30). 3-25-52.
556,837. ALL-STEEL. Cl. 13 (Int. Cl. 6). 4-1-52.
556,871. HUNTINGTON NEW YORK AND DESIGN. Cl. 36 (Int. Cl. 15). 4-1-52.
557,049. STRIP SPRINGS AND DESIGN. Cl. 21 (Int. Cl. 9). 4-1-52.
557,062. KANTMELT. Cl. 15 (Int. Cl. 4). 4-1-52.
557,243. MT. SHASTA. Cl. 46 (Int. Cls. 29 and 31). 4-8-52.
557,478. FILMAT. Cl. 23 (Int. Cl. 1). 4-15-52.
557,498. VELON. Cl. 42 (Int. Cl. 17). 4-15-52.
557,565. BIG TIME. Cl. 46 (Int. Cl. 31). 4-15-52.
557,734. C AND L. Cl. 2 (Int. Cl. 6). 4-15-52.
557,815. ENGO. Cl. 18 (Int. Cl. 5). 4-22-52.
557,830. COLLEGE INN. Cl. 46 (Int. Cls. 29, 30, and 32). 4-22-52.
558,060. FRANCIS-LOUISE. Cl. 39 (Int. Cl. 25). 4-22-52.
558,077. MISCELLANEOUS DESIGN. Cl. 46 (Int. Cl. 30). 4-22-52.
558,145. NU CALK. Cl. 12 (Int. Cl. 17). 4-22-52.
558,146. NU-GLAZE. Cl. 12 (Int. Cl. 2). 4-22-52.
558,156. SPORTSMAN'S DIGEST. Cl. 38 (Int. Cl. 16). 4-22-52.
558,204. MIRACLE MESH. Cl. 32 (Int. Cl. 20). 4-29-52.
558,528. TRACKMOBILE. Cl. 19 (Int. Cl. 12). 5-6-52.
558,587. MISCELLANEOUS DESIGN. Cl. 13 (Int. Cl. 11). 5-13-52.
558,770. RANDO-WEBBER. Cl. 23 (Int. Cl. 7). 5-13-52.
558,905. KOLON-TABS. Cl. 18 (Int. Cl. 5). 5-13-52.

TRADEMARK REGISTRATIONS CANCELED

Section 7(d)

828,036. MICROPOINT THE MOST DEPENDABLE NAME IN WRITING. Cl. 37. 4-25-67.
900,772. PUROLATOR AND DESIGN. Cl. 31. 10-13-70.

Section 8

795,101. BUDDI BULL AND DESIGN. Cl. 22. 8-31-65.
799,551. SKI COUNTRY AND DESIGN. Cl. 39. 11-30-65.
800,019. MISCELLANEOUS DESIGN. Cl. 101. 12-7-65.
800,094. SLICE N' SCRUB. Cl. 52. 12-7-65.
800,095. OLD FASHIONED. Cl. 52. 12-7-65.
800,240. PAL-LUX. Cl. 21. 12-14-65.
800,258. LIFT OFF AND DESIGN. Cl. 22. 12-14-65.
800,291. WISDOM. Cl. 38. 12-14-65.

The following registrations issued Dec. 28, 1965

800,828. INLYTE. Cl. 1.
800,832. HILLBILLY HICKORY SMOKIN' CHIPS AND DESIGN. Cl. 1.
800,836. BIG NUGGET. Cl. 1.
800,840. MALLYCLAD. Cl. 1.
800,842. HY-LO THERM. Cl. 2.
800,843. TISSUETTE. Cl. 2.
800,846. KING MIDAS PRODUCTS AND DESIGN. Cls. 2, 8, 26, 37, and 50.
800,850. CHEQUER. Cl. 3.
800,851. ASTRONAUT. Cl. 3.
800,858. DOGS DON'T. Cl. 6.
800,864. FLASK AND TEST TUBE (DESIGN). Cl. 6.
800,871. VITAZIP AND DESIGN. Cl. 6.
800,874. THALAN. Cl. 6.
800,877. PRO-MA ROPE. Cl. 7.
800,880. COPPELLA. Cl. 9.
800,881. ENVEE. Cl. 10.
800,884. UNIFIED HOMES. Cl. 12.
800,885. SOFTONE AND DESIGN. Cl. 12.
800,891. LAMICLAD. Cl. 12.
800,895. WRENCHLESS. Cl. 13.
800,896. HEMLACO. Cl. 13.
800,904. SLEEK. Cl. 15.
800,906. PMC AND DESIGN. Cl. 15.
800,912. NO-SOL. Cl. 18.
800,913. GEX AND DESIGN. Cl. 18.
800,917. BELCALOID. Cl. 18.
800,918. WINCAPS. Cl. 18.
800,929. TASCO. Cl. 21.
800,934. FIBREHEAT. Cl. 21.
800,935. PRO-PUTT. Cl. 22.
800,937. "MARY" MAKE-UP. Cl. 22.
800,938. CRICKET. Cl. 22.
800,939. DEENA DOLLFACE. Cl. 22.
800,941. UGHLETS. Cl. 22.
800,944. ALIGNAGLIDE. Cl. 23.
800,955. MINELECTRIC. Cl. 23.
800,958. MISCELLANEOUS DESIGN. Cls. 26 and 106.
800,959. HUMIDIPAK. Cl. 26.
800,960. FMO AND DESIGN. Cl. 26.
800,962. SHA-SHA-GEMS AND DESIGN. Cl. 28.
800,965. SONGRAND. Cls. 29 and 44.
800,966. GEMINI. Cl. 31.
800,968. Q. Cl. 31.
800,969. CARDTIQUE. Cl. 32.
800,974. BRR AND DESIGN. Cl. 35.
800,975. STENO-BOOSTER. Cl. 36.
800,980. WEBTEXT. Cl. 37.
800,981. TOREADOR. Cl. 37.
800,983. ROSEBUD TAPESTRY. Cl. 37.
800,984. AUTOSCRIPT. Cl. 37.
800,985. GRAFEZE. Cl. 37.
800,988. SCIENCE BOOK-LABS AND DESIGN. Cl. 3.
800,989. ETTI-CAT. Cl. 38.

800,990. SCAN. Cl. 3.
800,991. NEWSBOOK. Cl. 38.
800,994. "SOCIAL" SECURITY. Cl. 38.
800,995. SYST-O-COLOR. Cl. 38.
800,996. PRINCESS HOMES AND DESIGN. Cl. 38.
800,997. HH. Cl. 38.
800,998. IDEAFILE. Cl. 38.
800,999. CIN AND DESIGN. Cl. 38.
801,000. TAP. Cl. 38.
801,002. OUT OF THE INKWELL. Cl. 38.
801,003. RUF TUF AND DESIGN. Cl. 39.
801,004. TEE TOGS. Cl. 39.
801,006. GAY TONE. Cl. 39.
801,008. DURATEST. Cl. 39.
801,010. CORAL BEACH. Cl. 39.
801,014. MINK MASTERPIECES. Cl. 39.
801,015. GNOMES. Cl. 39.
801,016. CHAMPAGNE BRA. Cl. 39.
801,018. POLAR-6. Cl. 42.
801,020. NEEDL-REDY. Cl. 42.
801,021. ORIGINALE. Cl. 42.
801,023. ZOBEC. Cl. 44.
801,024. SCDK. Cl. 44.
801,025. AH-HA AND DESIGN. Cl. 45.
801,034. JANE PARKER JP. Cl. 46.
801,035. OL' MC DONALDS LITTLE FARM. Cl. 46.
801,039. BRETZEL BARRELS. Cl. 46.
801,042. ROCKET FILLS THAT TASTE SPACE AND DESIGN. Cl. 46.
801,043. MISCELLANEOUS. DESIGN. Cl. 46.
801,045. DUNCAN'S COFFEE SHOP ETC. AND DESIGN. Cl. 46.
801,052. DOKTOR FAUSTUS ETC. AND DESIGN. Cl. 47.
800,054. STORM KING. Cl. 50.
801,055. SURE FOOT. Cl. 50.
801,056. PULP-PAL. Cl. 50.
801,058. KEY-KLU. Cl. 50.
801,060. YEAH YEAH WHISK AND DESIGN. Cl. 50.
801,063. GRANDPA'S. Cl. 50.
801,065. WILLSEAL. Cl. 50.
801,068. HALAQUICK. Cl. 51.
801,071. SHIRLEY GAY. Cl. 51.
801,075. GLASS MATE. Cl. 52.
801,076. GOOD HOPE. Cl. 52.
801,079. SHIRLEY GAY. Cl. 52.
801,082. INSTACLEAN. Cl. 52.
801,083. R AND U. Cl. 52.
801,084. BRUSH-BRIGHT. Cl. 52.
801,087. TELLSPACE. Cl. 100.
801,099. MAILMEN AND DESIGN. Cl. 101.
801,101. STRENGTH ASSURANCE SERVICE ETC. AND DESIGN. Cl. 102.
801,104. MA AND DESIGN. Cl. 102.
801,108. GOOD SOUND RADIO. Cl. 104.
801,110. HIS & HERS AND DESIGN. Cl. 105.
801,111. SACTOTE. Cl. 105.
801,114. IT'S THE FINISH THAT COUNTS. Cl. 106.
801,117. ASTROVISION. Cl. 107.

TRADEMARK REGISTRATIONS AMENDED, DISCLAIMED, CORRECTED, ETC.

255,879. LAN-AIR-CEL. Cl. 42. 4-30-29. McCallum & Craigie, Limited, High Blantyre, Scotland. Amended to appear:

LAN-AIR-CEL

289,819. ALLEGRO. Cl. 37. 12-8-31. Gilbert Paper Company. The Mead Corporation, Dayton, Ohio. Amended to appear:

ALLEGRO

291,297. NOTARY BOND. Cl. 37. 2-9-32. Hampshire Paper Company. Valley Paper Company, Holyoke, Mass. Amended: In the statement, column 2, lines 4 through 7 are deleted, and the drawing is amended to appear:

NOTARY

321,542. FOREMOST. Cl. 49. 2-5-35. Goodman & Beer Co., Inc. Foremost Sales Promotions, Inc., Chicago, Ill. Amended to appear:

FOREMOST

357,341. CAPALASE. Cl. 46. 4-8-52. Dairyland Food Laboratories, Inc., Waukesha, Wis. Amended: In the statement, column 1, line 6, "liquid" is deleted.

732,435. RACINE AND DESIGN. Cl. 23. 6-5-62. Racine Hydraulics & Machinery, Inc. Rex Chainbelt Inc., Milwaukee, Wis. Amended: In the statement, column 1, lines 5 and 6 are deleted and *For:* is inserted, and in column 2, lines 6 and 7, "and machines for applying rail anchors" is deleted.

786,501. HILLBILLY BREAD ETC. AND DESIGN. Cl. 46. 2-9-65. Robert L. Roush, doing business as Roush Bakery Products. Roush Bakery Products Co., Inc., Sacramento, Calif. Amended to appear:

795,464. LIDOCATON. Cl. 18. 9-7-65. Pharmaton S.A., doing business as Pharmaton A.G. and Pharmaton Ltd., Lugano, Switzerland. Amended to appear:

LIDOCATON

846,968. ESCORT. Cls. 21, 31, and 35. 4-2-68. The General Tire & Rubber Company, Akron, Ohio. Order: Whereas it was decided that The General Tire & Rubber Company was not entitled to registration for tires in Class 35 and the Commissioner ordered Class 35 to be cancelled on Oct. 21, 1971.

913,218. AAIR. Cl. 26. 6-8-71. Northern Illinois Gas Company, Aurora, Ill. Corrected: In the statement, column 1, lines 2 and 3 should be deleted and *50 E. Downer Place, Aurora, Ill. 60504* should be inserted.

918,031. KERRI. Cl. 22. 8-10-71. Ideal Toy Corporation, Hollis, N.Y. Amended to appear:

KERRY

926,044. MEDI-TOURS. Cl. 105. 12-21-71. The New York Times Media Company, by assignment and merger from Modern Medicine Publications, Inc., New York, N.Y. Corrected: In the statement, column 1, line 1, "Time" should be deleted and *Times* should be inserted.

TRADEMARK REGISTRATIONS—NEW CERTIFICATES

New Certificates issued under sections 7(c), 7(f), 7(g) of the Trademark Act of 1946 for the unexpired term of the original registrations.

141,315. DEWKIST. Cl. 46. H. A. Baker, Inc. 4–19–21. New Cert. Sec. 7(c) to Jewel Companies, Inc., Chicago, Ill.

387,851. DEWKIST. Cl. 46. Washington Packers, Inc. 6–3–41. New Cert. Sec. 7(c) to Jewel Companies, Inc., Chicago, Ill.

624,461. SLEEP-N-AIRE AND DESIGN. Cl. 32. Sleepcraft, Inc. 4–5–56. New Cert. Sec. 7(c) to Sleep-Aire Mattress Franchise Co., Inc., Santa Monica, Calif.

721,196. BALAB. Cl. 6 Francys C. Bresee, administratrix of the estate of Fred Bresee, Jr., doing business as Balab. 9–12–61. New Cert. Sec. 7(c) to Witco Chemical Corporation, New York, N.Y.

913,897. OLYMPIC. Cl. 39. Robert Reis & Co. 6–8–71. New Cert. Sec. 7(c) to Union Underwear Company, Inc., New York, N.Y.

TRADEMARK REGISTRATIONS—NEW CERTIFICATES

TRADEMARK REGISTRATIONS AMENDED, DISCLAIMED, CORRECTED, ETC.

LAN-AIR-CEL

ALLEGRO

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FOREMOST

LANGATON

KIMBY

INDEX OF REGISTRANTS

FEBRUARY 22, 1972

(Registered ; Renewed ; Canceled ; Amended, Disclaimed, Corrected, etc. ; New Certificates ; 12c Publications.)

AB Farad, Hagersten, Sweden. 929,545, pub. 12–7–71. Cl. 26.
AID, Inc., from American Institutional Developers, Inc., Wynnewood, Pa. 929,773, pub. 12–7–71. Cl. 101.
A. J. Industries, Inc., Los Angeles, Calif. 929,417, pub. 12–7–71. Cl. 12.
AMPAC, Inc. Honolulu, Hawaii. 929,788, Pub. 12–7–71. Cl. 101.
A & R Junior, Inc., New York, N.Y. 929,623, pub. 12–7–71. Cl. 39.
Aaronson Bros. Ltd., Rickmansworth, England. 929,418, pub. 12–7–71. Cl. 12.
Abbott Laboratories, North Chicago, Ill. 929,734, pub. 12–7–71. Cl. 52.
Abbott Tresses, Inc., Pittsburgh, Pa. 929,560, pub. 12–7–71. Cl. 32.
Abrams, Irving, Fur Corp., New York, N.Y. 801,014, canc. Cl. 39.
Acheson Industries, Inc., Port Huron, Mich. 929,465, pub. 12–7–71. Cl. 21.
Acushnet Co., New Bedford, Mass. 929,448, pub. 12–7–71. Multiple Class (Classes 19, 22, 23, 32, and 35).
Adams-Millis Corp., High Point, N.C. 556,387, ren. 2–22–72. Cl. 39.
Aeolian Corp., New York, N.Y. 556,871, ren. 2–22–72.
Aero Service Corp., Philadelphia, Pa. 800,990, canc. Cl. 38.
Agway, Inc., DeWitt, N.Y. 929,585, pub. 12–7–71. Cl. 38.
Air Reduction Co., Inc., New York, N.Y. 929,573, pub. 12–7–71. Cl. 34.
Aktiebolaget Overums Bruk, Overum, Sweden. 546,867, ren. 2–22–72. Cl. 12.
Akzona Inc., from American Enka Corp., Enka, N.C. 929,380, pub. 12–7–71. Multiple Class (Classes 1 and 21).
All-Steel Equipment, Inc., Aurora, Ill. 556,837, ren. 2–22–72. Cl. 18.
Amerglass N.V., Oosterhout, Netherlands. 929,454, pub. 12–7–71. Cl. 19.
American Airlines, Inc., New York, N.Y. 801,117, canc. Cl. 107.
American Chain & Cable Co., Bridgeport, Conn., from Columbus McKinnon Corp., Tonawanda, N.Y. 929,514, pub. 11–9–71. Cl. 23.
American Character, Inc., New York, N.Y. 800,937–9, canc. Cl. 22.
American Cyanamid Co., Wayne, N.J. 929,519, pub. 12–7–71. Cl. 26.
American Enka Corp. : *See*— Akzona, Inc.
American Home Products Corp., New York, N.Y. 557,815, ren. 2–22–72. Cl. 18.
American Home Products Corp., New York, N.Y. 929,701, pub. 12–7–71. Cl. 46.
American Hospital Supply Corp., Evanston, Ill. 929,651, pub. 12–7–71. Cl. 44.
American Institutional Developers, Inc. : *See*— AID, Inc.
American Metal Products Co., Detroit, Mich., 800,944, canc. Cl. 23.
American Mortgage & Investment Corp., d.b.a. American Mortgage Group, Silver Spring, Md. 801,101, canc. Cl. 102.
American Photocopy Equipment Co., d.b.a. Brown Mfg. Co., Evanston, Ill. 929,539, pub. 12–7–71. Cl. 26.
American School Food Service Association, Denver, Colo. 929,479, pub. 12–7–71. Cl. 22.
American Seating Co., Grand Rapids, Mich. 929,568, pub. 12–7–71. Cl. 32.
American Standard Inc., New York, N.Y. 929,425, pub. 12–7–71. Cl. 13.
Analysts' Publisher, Inc., The, New York, N.Y. 801,000, canc. Cl. 38.
Anasco G.m.b.H., Wiesbaden, Germany. 801,068, canc. Cl. 51.
Anchor Hocking Corp., Lancaster, Ohio. 929,571, pub. 12–7–71. Cl. 33.
Andersen, Howard P. : *See*— Miles Laboratories, Inc.
Applied Information Industries, Moorestown, N.J. 929,542, pub. 12–7–71. Cl. 26.
Applied Power Industries, Inc., Milwaukee, Wis. 929,460, pub. 12–7–71. Multiple Class (Classes 21 and 26).
Arizona Bank, The, Phoenix, Ariz. 929,803, pub. 12–7–71. Cl. 102.
Armour-Dial, Inc., Chicago, Ill. 929,670, pub. 12–7–71. Cl. 46.
Arrowhead Development Corp., Fort Lauderdale, Fla. 929,781, pub. 12–7–71. Cl. 101.
Art-Tex Adhesive Products, Inc., Brooklyn, N.Y. 291,019, ren. 2–22–72. Cl 16.
Arts Photo, Inc., Salem, Oreg. 928,503, pub. 12–7–71. Cl. 38.
Associated Grocers' Co. of St. Louis, Mo., St. Louis, Mo. 556,385, ren. 2–22–72. Cl. 46.
Atlantic Shirt Co., Inc., New York, N.Y. 929,605, pub. 12–7–71. Cl. 39.
Atlas Scraper & Engineering Co., Bell, Calif. 555,576, ren. 2–22–72. Cl. 23.
Atwood, P. G., Co., Chicago, Ill. 801,055, canc. Cl. 50.
Audrey Roomates, Los Angeles, Calif. 929,567, pub. 12–7–71. Cl. 32.
Aurora Corp., Miami, Fla. 929,570, pub. 12–7–71. Cl. 32.
Austin, Thomas M., d.b.a. TMA & Associates, Fargo, N. Dak. 929,498, pub. 12–7–71. Cl. 22.
Avon Products, Inc., New York, N.Y. 929,728, pub. 12–7–71. Multiple Class (Classes 51 and 52).
BFE, Inc., Flushing, N.Y. 801,043, canc. Cl. 46.
Bahamas Airways, Miami, Fla. 929,592, pub. 12–7–71. Cl. 38.
Baker, H. A., Inc., to Jewel Companies, Inc., Chicago, Ill. 141,315, new cert. Cl. 46.
Baker, J. T. Chemical Co., Phillipsburg, N.J. 929,398, pub. 12–7–71. Cl. 6.
Baldwin, D. H., Co., Cincinnati, Ohio. 929,461, pub. 10–13–70. Cl. 21.
Bank of Hawaii, Honolulu, Hawaii. 929,804, pub. 12–7–71. Cl. 102.
Barbison Corp., The, New York, N.Y. 555,223, ren. 2–22–72. Cl. 39.
Baumgartner Freres S.A., Grenchen, Switzerland. 929,547, pub. 12–7–71. Cl. 27.
Baumritter Corp., New York, N.Y. 929,420, pub. 12–7–71. Cl. 13.
Baynard, Shirley, d.b.a. Shirley Baynard & Son Plastics, Fairburn, Ga. 929,500, pub. 12–7–71. Cl. 22.
Beam, James B., Import Corp., New York, N.Y. 929,714, pub. 12–7–71. Cl. 49.
Beatrice Foods Co., Chicago, Ill. 929,708, pub. 12–7–71. Cl. 46.
Beecham Inc., Clifton, N.J. 929,439, pub. 12–7–71. Cl. 18.
Behr Process Corp., Santa Ana, Calif. 929,436, pub. 8–17–71. Multiple Class (Classes 16 and 52).
Behringwerke Aktiengesellschaft, Marburg-Lahn, Germany. 929,391, pub. 4–27–71. Multiple Class (Classes 6, 18, and 44).
Bergdorf & Goodman Co., New York, N.Y. 929,763, pub. 12–7–71. Cl. 100.
Beverage International, Inc., Evanston, Ill. 929,653, pub. 12–7–71. Cl. 45.
Biddle Purchasing Co., d.b.a. Meridian Distributors and/or Good Hope Distributors, New York, N.Y. 801,076, canc. Cl. 52.
Bigelow-Sanford, Inc., New York, N.Y. 801,021, canc. Cl. 42.
Biasseo Corp., Beverly Hills, Calif. 801,060, canc. Cl. 50.
Blue Chip Publications, Inc., Oklahoma City, Okla. 929,588, pub. 12–7–71. Cl. 38.
Blue Lake Packers, Inc., Salem, Oreg. 929,696–7, pub. 12–7–71. Cl. 46.
Boeckeler Instruments, Tucson, Ariz. 929,525, pub. 12–7–71. Cl. 26.
Boehringer Ingelheim G.m.b.H., Ingelheim (Rhine), Germany. 800,917, canc. Cl. 18.
Bohemian Distributing Co., d.b.a. Puerto Vallarta Co., North Hollywood, Calif. 929,715, pub. 12–7–71. Cl. 49.
Borden, Inc., New York, N.Y. 929,657, pub. 10–14–69. Cl. 46.
Boyle, John & Co., Inc., New York, N.Y. 929,414, pub. 12–7–71. Cl. 12.
Bragalini, Maria, d.b.a. Maria's Cln Cln, New York, N.Y. 929,660, pub. 12–7–71. Cl. 46.
Bresee, Francys C., administratrix of the estate of Fred Bresee, Jr., d.b.a. Balab, to Witco Chemical Corp., New York, N.Y. 721,196, new cert. Cl. 6.
Breuer Electric Mfg. Co., Chicago, Ill. 929,786–7, pub. 12–7–71. Cl. 52.
Bridgeport Brass Co., Bridgeport, Conn. 929,430, pub. 12–7–71. Cl. 13.
Bristol-Myers Co., New York, N.Y. 929,443, pub. 12–7–71. Cl. 18.
British Petroleum Co. Ltd., The, London, England. 929,586, pub. 12–7–71. Cl. 38.
Brown, William F., d.b.a. Enzyme Research Laboratory, Wingdale, N.Y. 929,661, pub. 4–20–71. Cl. 46.
Bryman Schools, Inc., The, Los Angeles, Calif. 929,595, pub. 12–7–71. Cl. 38.
Buddig, Carl, & Co., Chicago, Ill. 795,101, canc. Cl. 22.
Byer, George H., Anchorage, Alaska. 801,025, canc. Cl. 45.
CF&I Steel Corp., New York, N.Y. 291,282, ren. 2–22–72. Cl. 13.
CMC, d.b.a. "The" Film Center, Washington, D.C. 929,530, pub. 12–7–71. Cl. 26.
CPC International, Inc., Englewood Cliffs, N.J. 87,560, ren. 2–22–72. Cl. 46.
CPC International, Inc., Englewood Cliffs, N.J. 929,662, pub. 12–7–71. Cl. 46.
CX Processing Laboratories, Inc., Seattle, Wash. 929,528, pub. 12–7–71. Cl. 26.
Cadovius, Poul, Usserod Kongevej, Kokkedal, Denmark. 929,410, pub. 12–7–71. Cl. 12.
Canada Dry Corp., New York, N.Y. 929,654, pub. 12–7–71. Cl. 45.
Carborundum Co., The, Niagara Falls, N.Y. 553,101, ren. 2–22–72. Cl. 31.
Carnation Co., Los Angeles, Calif. 929,683, pub. 12–7–71. Cl. 46.
Carousel Fashions, Inc., Brooklyn, N.Y. 929,624, pub. 6–15–71. Cl. 40.
Carousel Fashions, Inc., New York, N.Y. 929,626, pub. 12–7–71. Cl. 40.
Carter-Wallace, Inc. : *See*— T. Marsetti Co.

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Catholic Charities of the Archdiocese of Chicago, Inc., Chicago, Ill. 929,597, pub. 12–7–71. Cl. 38.
Cerveceria Nacional Dominicana C. por A., Santo Domingo, Dominican Republic. 929,712, pub. 12–7–71. Cl. 48.
Champion Chemicals, Inc., Odessa, Tex. 929,896, pub. 12–7–71. Cl. 6.
Chapman Chemical Co., Memphis, Tenn. 552,305, ren. 2–22–72. Cl. 6.
Charles River Breeding Laboratories, Inc., The, North Wilmington, Mass. 929,887, pub. 12–7–71. Multiple Class (Classes 3 and 46).
Chase Manhattan Bank, National Association, The, New York, N.Y. 929,766, pub. 12–7–71. Cl. 100.
Chicago Musical Instrument Co., Chicago, Ill. 547,467, ren. 2–22–72. Cl. 36.
Chicago Musical Instrument Co., Chicago, Ill. 553,138, ren. 2–22–72. Cl. 34.
Chickamauga Carpet Mills, Inc., Cickamauga, Ga. 929,628, pub. 12–7–71. Cl. 42.
Chris-Craft Industries, Inc., New York, N.Y. 929,513, pub. 12–7–71. Cl. 23.
Chrysler Corp., Highland Park, Mich. 547,997, ren. 2–22–72. Cl. 19.
Ciba-Geigy Corp., Ardsley, N.Y. 554,271, ren. 2–22–72. Cl. 6.
Cimino-Vessey Foods, Inc., San Juan Bautista, Calif. 929,707, pub. 12–7–71. Cl. 46.
Cin, Inc., New York, N.Y. 800,999, canc. Cl. 38.
Circle Design & Mfg. Corp., Saddle Brook, N.J. 929,508, pub. 4–13–71. Cl. 23.
Ciusmat AG, Regensdorf, Switzerland. 929,523, pub. 12–7–71. Cl. 26.
Clarkson Industries, Inc., New York, N.Y. 929,558, pub. 12–7–71. Cl. 31.
Clayton & Lambert Mfg. Co., Buckner, Ky. 557,734, ren. 2–22–72. Cl. 2.
Clayton Mfg. Co., El Monte, Calif. 929,811, pub. 12–7–71. Cl. 103.
Clow Corp., Oak Brook, Ill. 551,498, ren. 2–22–72. Cl. 13.
Coated Specialties Ltd., Basildon, Essex, England. 929,377, pub. 12–7–71. Cl. 1.
Coca-Cola Co., The, d.b.a. Duncan Foods Co., Atlanta, Ga. 801,045, canc. Cl. 46.
Cogar Corp., Wappingers Falls, N.Y. 929,537–8, pub. 12–7–71. Cl. 26.
Colonial Woolen Mills, Inc., Cleveland, Ohio. 929,641, pub. 12–7–71. Cl. 43.
Colorado Knitting Mills, Inc., Denver, Colo. 799,551, canc. Cl. 39.
Columbia Export Packers, Inc., Torrance, Calif. 929,385, pub. 12–7–71. Cl. 2.
Columbia & Okanogan Nursery Co., Wenatchee, Wash. 929,376, pub. 12–7–71. Cl. 1.
Community Life-Line, Inc., Baltimore, Md. 929,767, pub. 12–7–71. Cl. 100.
Computer Programming Concepts, Inc., Cincinnati, Ohio. 800,994, canc. Cl. 38.
Concannon Vineyard, Livermore, Calif. 929,710–11, pub. 12–7–71. Cl. 47.
Consolidated American Industries, Inc., Wichita, Kans. 929,680, pub. 12–7–71. Cl. 46.
Continental Trailways Tours, Inc., Dallas, Tex. 929,814, pub. 12–7–71. Cl. 105.
Control Bldg. Systems, Inc., Oakland, Calif. 929,415, pub. 12–7–71. Cl. 12.
Converse-Phone Institute, Inc., New York, N.Y. 800,975, canc. Cl. 36.
Coolant Sales & Service, Toledo, Ohio. 801,084, canc. Cl. 52.
Cordell Tackle, Inc., Hot Springs, Ark. 929,492, pub. 12–7–71. Cl. 22.
Courtright, Hugh, d.b.a. Hugh Courtright & Co., Chicago, Ill. 929,389, pub. 12–7–71. Cl. 5.
Crang, J. H., & Co., Toronto, Ontario, Canada. 929,800, pub. 12–7–71. Cl. 102.
Creative Homes, Inc.: *See*— Temple Industries, Inc.
Cretin-Billet, L., & Fils, Morez-du-Jura, Jura, France. 929,522, pub. 12–7–71. Cl. 26.
Cunningham, James V., Los Angeles, Calif. 929,529, pub. 12–7–71. Cl. 26.
Curiator Corp., Macedon, N.Y. 558,770, ren. 2–22–72. Cl. 23.
Curtis Distillery Co., Ltd., The, London, England. 929,713, pub. 12–7–71. Cl. 49.
Cutter Laboratories, Inc., Berkeley, Calif. 801,024, canc. Cl. 44.
DCA Food Industries, Inc., New York, N.Y. 929,695, pub. 12–7–71. Cl. 46.
Dairyland Food Laboratories, Inc., Waukesha, Wis. 557,341. Am. 7(d). Cl. 46.
Dan River Inc., Danville, Va. 929,612, pub. 12–7–71. Cl. 39.
Data Action Corp., Minneapolis, Minn. 929,518, pub. 12–7–71. Cl. 26.
Data Disc, Inc., Palo Alto, Calif. 929,534, pub. 12–7–71. Cl. 26.
Davis, Esther K., d.b.a., Little King Mfg. Co., Alamo, Tenn. 929,621, pub. 12–7–71. Cl. 39.
Day, William T., d.b.a. Daylight Donut Flour Co., Tulsa, Okla. 929,655–6, pub. 12–5–71. Cl. 46.
Dayton Progress Corp., Dayton, Ohio. 929,421, pub. 12–7–71. Cl. 13.
Deere & Co., Moline, Ill. 554,259, ren. 2–22–72. Cl. 16.
Deering Milliken, Inc., New York, N.Y. 929,639, pub. 12–7–71. Cl. 42.
De Kalb Toys, Inc., De Kalb, Ill. 929,493, pub. 12–7–71. Cl. 22.
Denver Chemical Mfg. Co., The, Stamford, Conn. 800,912, canc. Cl. 18.
Desa Industries, Inc., Cockeysville, Md., from Remington Arms Co., Inc., Bridgeport, Conn. 929,505, pub. 8–25–70. Cl. 23.
Diamond Crystal Salt Co., St. Clair, Mich. 558,077, ren. 2–22–72. Cl. 46.
DiBenedetto, Joseph R., Bethpage, N.Y. 929,477, pub. 12–7–71. Cl. 22.
Directional Furniture Showrooms, Inc., New York, N.Y. 929,566, pub. 12–7–71. Cl. 32.
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Ditucci, Salvatore J., Somerville, Mass. 801,075, canc. Cl. 52.
Dobb Pharmacal Co., Inc., Yonkers, N.Y. 929,823. Cl. 18.
Donruss Co., The, Memphis, Tenn. 929,658, pub. 12–8–70. Cl. 46.
D'Orsay Mills, Inc., Reading, Pa. 929,600–10, pub. 12–7–71. Cl. 39.
Douglas, David Co., Inc., Manitowoc, Wis. 929,580, pub. 12–7–71. Cl. 37.
Douglas Oil Co., Los Angeles, Calif. 929,484, pub. 12–7–71. Cl. 15.
Douwe Egberts Koninklijke Tabaksfabriek-Koff-Iebranderijen-Theehandel N.V., Joure, Netherlands. 929,694, pub. 12–7–71. Cl. 46.
Dow Jones & Co., Inc., New York, N.Y. 800,991, canc. Cl. Cl. 38.
Dresser Industries, Inc., Dallas, Tex. 929,748, pub. 12–7–71. Multiple Class (Classes 100 and 103).
Drug Houses of Australia Ltd., Melbourne, Victoria, Australia. 548,553, ren. 2–22–72. Cl. 18.
Dumpling's, Ltd., Lincoln, Nebr. 929,769, pub. 12–7–71. Cl. 100.
Dunlevy, George P., Jr., Pompano Beach, Fla. 800,258, canc. Cl. 22.
Du Pont de Nemours, E. I., & Co., Wilmington, Del. 554,811, ren. 2–22–72. Cl. 1.
Durlacher, Henry, d.b.a. LS & L Setting Co., New York, N.Y. 929,550, pub. 12–7–71. Cl. 28.
Dynamic Classics, Ltd., New York, N.Y. 929,783, pub. 12–7–71. Cl. 101.
E & B Carpet Mills, Inc., Arlington, Tex. 929,635, pub. 12–7–71. Cl. 42.
Eagle Shoe Mfg. Co., Inc., Everett, Mass. 801,003, canc. Cl. 39.
Eastman Kodak Co., Rochester, N.Y. 929,591, pub. 12–7–71. Cl. 38.
Ecodyne Corp., from Union Tank Car Co., Chicago, Ill. 929,556, pub. 12–7–71. Cl. 31.
Edco Surgical Supply Co., Inc., New York, N.Y. 929,640, pub. 12–7–71. Cl. 44.
Edge-Rite Corp., Brownwood, Tex. 929,495, pub. 12–7–71. Cl. 22.
Editions Alecto Ltd., London, England. 929,478, pub. 12–7–71. Cl. 22.
Edio Enterprises, Inc., San Francisco, Calif. 929,698, pub. 12–7–71. Cl. 46.
Educational Development Corp., Tulsa, Okla. 929,579, pub. 12–7–71. Multiple Class (Classes 36 and 38).
El Chico Corp., Dallas, Tex. 929,751, pub. 1–18–70. Cl. 100.
El Chico Corp., Dallas, Tex. 929,775, pub. 4–14–70. Cl. 101.
Electronic Data Controls Corp., Winston-Salem, N.C. 929,469–70, pub. 12–7–71. Cl. 22.
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Ely & Walker, Inc., Nashville, Tenn. 929,603, pub. 12–7–71. Cl. 39.
Emerson Electric Co., St. Louis, Mo. 929,506, pub. 4–6–71. Cl. 23.
Empress Pearls, Inc., Los Angeles, Calif. 929,553, pub. 12–7–71. Cl. 28.
Eppes, James V. D., Bethlehem, Pa. 929,817, pub. 12–7–71. Cl. 107.
Essex International, Inc., Fort Wayne, Ind. 929,562, pub. 12–7–71. Cl. 32.
Evensen Mfg. Inc., Fort Dodge, Iowa. 929,386, pub. 12–7–71. Cl. 2.
Exercycle Corp., New York, N.Y. 929,481, pub. 12–7–71. Cl. 22.
FLF, Inc., & Diversified Ventures, Inc., Little Rock, Ark. 929,790, pub. 12–7–71. Cl. 101.
Faberge, Inc., New York, N.Y. 555,375, ren. 2–22–72. Cl. 40.
Fairmont Foods Co., Omaha, Nebr. 552,259, ren. 2–22–72. Cl. 46.
Farbenfabriken Bayer Aktiengesellschaft, Leverkusen-Bayerwerk, Germany. 929,673, pub. 12–7–71. Cl. 46.
Favor's Aquarium & Pet Supplies, Inc., Brooklyn, N.Y. 929,381, pub. 12–7–71. Cl. 1.
Federated Department Stores, Inc., Cincinnati, Ohio. 929,611, pub. 12–7–71. Cl. 39.
Federated Department Stores, Inc., Cincinnati, Ohio. 929,632, pub. 12–7–71. Cl. 42.
Ferro Corp., Cleveland, Ohio. 552,757, ren. 2–22–72. Cl. 34.
Fieldcrest Mills, Inc., Eden, N.C. 929,636–7, pub. 12–7–71. Cl. 42.
Filter Materials, Inc., Waupaca, Wis. 557,478, ren. 2–22–72. Cl. 23.
Firestone Tire & Rubber Co., The, Akron, Ohio. 554,678, ren. 2–22–72. Cl. 1.
Firestone Tire & Rubber Co., The, Akron, Ohio. 557,498, ren. 2–22–72. Cl. 42.
Fleischer, Max, New York, N.Y. 801,002, canc. Cl. 38.
Flex International, Inc., Wilmington, Mass. 929,723–4, pub. 12–7–71. Cl. 50.
Flex-O-Glass, Inc., d.b.a. Warp Brothers, Chicago, Ill. 929,383, pub. 12–7–71. Cl. 1.
Foster-Hochberg Mfg. Co., Inc., Seattle, Wash. 801,004, canc. Cl. 39.

Francis-Louise Full Fashion Mills, Inc., Valdese, N.C. 558,060, ren. 2-22-72. Cl. 39.
Freda Corp., from G. U. Freda Sausage Co., Philadelphia, Pa. 929,679, pub. 12-7-71. Cl. 46.
Freda Corp., from G. U. Freda Sausage Co., Philadelphia, Pa. 929,681, pub. 12-7-71. Cl. 46.
Freda, G. U., Sausage Co.: *See*—
Freda Corp.
Freda G. U. Sausage Co., Philadelphia, Pa. 929,682, pub. 12-7-71. Cl. 46.
Freeman-Toor Corp., Beloit, Wis. 549,140, ren. 2-22-72. Cl. 39.
French Manor Co., The, Willow Grove, Pa. 929,677, pub. 12-7-71. Cl. 46.
Fruehauf Corp., Fairless Hills, Pa. 800,891, canc. Cl. 12.
Fun & Games, Inc., Troy, Mich. 929,485, pub. 12-7-71. Cl. 22
GAF Corp., New York, N.Y. 929,407, pub. 11-24-70. Cl. 12.
GAF Corp., New York, N.Y. 929,557, pub. 12-7-71. Cl. 31.
GAF Corp., New York, N.Y. 929,815, pub. 12-7-71. Cl. 106.
G-W Invader, Inc., Sharpsville, Ind. 929,455, pub. 12-7-71. Cl. 19.
Galaxy Carpet Mills, Inc., Elk Grove Village, Ill. 929,630, pub. 12-7-71. Cl. 42.
Garber's Travel Service, Inc., Brookline, Mass. 801,110, canc. Cl. 105.
Garry Laboratories, Inc., Tonawanda, N.Y. 929,388, pub. 12-7-71. Cl. 4.
General Electric Co., Schenectady, N.Y. 929,536, pub. 12-7-71. Cl. 26.
General Features Corp., Los Angeles, Calif. 558,156, ren. 2-22-72. Cl. 38.
General Felt Industries, Inc., Saddle Brook, N.J., from The Okonite Co., Ramsey, N.J. 929,638, pub. 12-7-71. Cl. 42.
General Mills Fun Group, Inc., Minneapolis, Minn., from Kenner Products Co., Cincinnati, Ohio. 929,503, pub. 12-7-71. Cl. 22.
General Mills, Inc., Minneapolis, Minn. 290,045, ren. 2-22-72. Cl. 46.
General Motors Corp., Detroit, Mich. 800,828, canc. Cl. 1.
General Nucleonics, Inc., Cleveland, Ohio. 929,540, pub. 12-7-71. Cl. 26.
General Science Corp., Bridgeport, Conn. 929,400-1, pub. 12-7-71. Cl. 6.
General Tire & Rubber Co., The, Akron, Ohio. 846,968. Am. 7(d) Multiple Class (Classes 21, 31, and 35).
General Tire & Rubber Co., The, d.b.a. Fare-General, Akron, Ohio. 929,676, pub. 12-7-71. Cl. 46.
Genesis, Inc., Chicago, Ill. 929,764, pub. 12-7-71. Cl. 100.
George Lithograph Co., San Francisco, Calif. 929,786, pub. 12-7-71. Cl. 101.
Gerber, Curtis E., d.b.a. The Jiffy-Camp Co., Tampa, Fla. 929,447, pub. 12-7-71. Cl. 19.
Gerim Mfg. Co.: *See*—
Triggs, Clarence.
Gilbert Paper Co. The Mead Corp., Dayton, Ohio. 289,819. Am. 7(d). Cl. 37.
Gladding-Paris Corp., South Paris, Maine. 929,484, pub. 12-7-71. Cl. 22.
Glamorise Foundations, Inc., New York, N.Y. 801,016, canc. Cl. 39.
Golo Footwear Corp., New York, N.Y. 801,015, canc. Cl. 39.
Goodman & Beer Co., Inc. Foremost Sales Promotions, Inc. Chicago, Ill. 321,542. Am. 7(d). Cl. 49.
Goodyear Tire & Rubber Co., Akron, Ohio. 550,499, ren. 2-22-72. Cl. 35.
Grace, W. R., & Co., Cambridge, Mass. 552,626, ren. 2-22-72. Cl. 12.
Graham, Thomas A., San Mateo, Calif. 929,581, pub. 12-7-71. Cl. 37.
Graniteville Co., Graniteville, S.C. 929,633, pub. 12-7-71. Cl. 42.
Grants of St. James's Ltd., Burton-on-Trent, England. 801,052, canc. Cl. 47.
Graphic Materials Corp., Washington, D.C. 800,985, canc. Cl. 37.
Great Atlantic & Pacific Tea Co., Inc., The, New York, N.Y. 801,034, canc. Cl. 46.
Group Voyagers, Inc., New York, N.Y. 929,812, pub. 12-7-71. Cl. 105.
Guaranteed Parts Co., Inc., Seneca Falls, N.Y. 800,929, canc. Cl. 21.
Gudgel, John C., d.b.a. Preventive Maintenance Co., Felton, Calif. 800,906, canc. Cl. 15.
Gulf Oil Corp., Pittsburgh, Pa. 555,415, ren. 2-22-72. Cl. 23.
Gulf & Western Systems Co., New York, N.Y. 548,092, ren. 2-22-72. Cl. 19.
Gym Plastics Corp., Burbank, Calif. 800,885, canc. Cl. 12.
Gynecic Laboratories, Inc., Yonkers, N.Y. 547,825, ren. 2-22-72. Cl. 44.
HED Industries, Inc., Woodsville, N.J. 929,575, pub. 12-7-71. Cl. 34.
Hairfunalia, Inc., Boston, Mass. 929,625, pub. 12-7-71. Cl. 40.
Hampshire Paper Co. Valley Paper Co., Holyoke, Mass. 291,297. Am. 7(d). Cl. 37.
Harcourt Brace & World, Inc., New York, N.Y. 800,988, canc. Cl. 38.
Hardwick Stove Co., Cleveland, Tenn. 929,577, pub. 12-7-71. Cl. 34.
Hart Schaffner & Marx, Chicago, Ill. 929,622, pub. 12-7-71. Cl. 39.
Harvey, G. F., Co., Inc., The, Yonkers, N.Y. 548,223, ren. 2-22-72. Cl. 18.
Hasselblad, Victor, Aktiebolag, Gotenborg, Sweden. 929,521, pub. 12-7-71. Cl. 26.
Heil Co., The, Milwaukee, Wis. 929,450, pub. 12-7-71. Cl. 19.
Hemenway Furniture Co., Inc., Shreveport, La. 800,896, canc. Cl. 13.
Henny Penny Egg Ranches, Inc., Pico Rivera, Calif. 556,166, ren. 2-22-72. Cl. 46.
Herter's, Inc., Waseca, Minn. 929,458, pub. 12-7-71. Cl. 19.
Heywood-Wakefield Co., Gardner, Mass. 929,564, pub. 12-7-71. Cl. 32.
Hillbilly Hickory Products Co., Texarkana, Ark. 800,832, canc. Cl. 1.
Hitchcock Chair Co., The, Riverton, Conn. 552,037, ren. 2-22-72. Cl. 32.
Hoffmann-La Roche, Inc. Nutley, N.J. 929,678, pub. 12-7-71. Cl. 46.
Honeywell, Inc., Minneapolis, Minn. 929,818, pub. 12-7-71. Cl. 107.
Horan, Sheila T., d.b.a. Witchcraft Art & Film, Basalt, Colo. 929,590, pub. 12-7-71. Cl. 38.
Horrocks-Ibbotson Co., Utica, N.Y. 929,499, pub. 12-7-71. Cl. 22.
Hospital Development Corp., New York, N.Y. 800,997, canc. Cl. 38.
House of Chan, Inc., New York, N.Y. 929,758, pub. 12-7-71. Cl. 100.
Houston Fearless Corp., Los Angeles, Calif. 929,515, pub. 12-7-71. Cl. 26.
Howmark America, Inc., New York, N.Y. 929,613, pub. 12-7-71. Cl. 39.
Huber, J. M., Corp., Borger, Tex. 929,422, pub. 12-7-71. Cl. 13.
Humphreys Corp., Concord, N.H. 929,574, pub. 12-7-71. Cl. 34.
Hunt Electronics Co., Dallas, Tex. 929,468, pub. 12-7-71. Cl. 21.
Huyck Corp., Rensselaer, N.Y. 801,018, canc. Cl. 42.
Icemakers Corp., Littleton, Colo. 800,836, canc. Cl. 1.
Ideafile, Inc., Dallas, Tex. 800,998, canc. Cl. 38.
Ideal Toy Corp., Hollis, N.Y. 918,031. Am. 7(d). Cl. 22.
Ideal Toy Corp., Hollis, N.Y. 929,483, pub. 12-7-71. Cl. 22.
Imperial Glass Corp., Bellaire, Ohio. 929,572, pub. 12-7-71. Cl. 33.
Imperial Type Metal Co., Philadelphia, Pa. 800,871, canc. Cl. 6.
Independent Grocers' Alliance Distributing Co., Chicago, Ill. 801,071, canc. Cl. 51.
Independent Grocers' Alliance Distributing Co., Chicago, Ill. 801,079, canc. Cl. 52.
Indpol, Cucamonga, Calif. 929,370, pub. 12-7-71. Cl. 1.
Innotech Corp., Norwalk, Conn. 929,520, pub. 12-7-71. Cl. 26.
Institutional Marketeers, Inc., San Jose, Calif. 929,674, pub. 12-7-71. Cl. 46.
Instrument Specialties Co., Inc., West Paterson, N.J. 557,049, ren. 2-22-72. Cl. 21.
International Buyers Corp., Pineville, N.C. 929,789, pub. 12-7-71. Cl. 101.
International Mariners Association, Inc., College Park, Md. 929,772, pub. 12-7-71. Cl. 100.
International Merchandising Corp., Brookline, Mass. 929,432-3, pub. 12-7-71. Cl. 13.
International Playtex Corp., New York, N.Y. 929,615, pub. 12-7-71. Cl. 39.
International Timesharing Corp., Chaska, Minn. 929,771, pub. 12-7-71. Cl. 100.
Ives Laboratories, Inc., New York, N.Y. 554,473, ren. 2-22-72. Cl. 18.
Ives Laboratories Inc., New York, N.Y. 929,446, pub. 12-7-71. Cl. 18.
Jackson, Thomas, & Son Co., The, Reading, Pa. 800,877, canc. Cl. 7.
Jenkins, Don B., d.b.a. The Wirecrafter, Indianapolis, Ind. 929,725, pub. 12-7-71. Cl. 50.
Jeno's, Inc., Duluth, Minn. 929,652, pub. 12-7-71. Cl. 45.
Jeno's, Inc., Duluth, Minn. 929,667, pub. 12-7-71. Cl. 46.
Jerrold, Edouard, International, Inc., New York, N.Y. 929,620, pub. 12-7-71. Cl. 39.
Johns-Manville Corp., Denver, Colo. 548,670, ren. 2-22-72. Cl. 12.
Johnson & Johnson, New Brunswick, N.J. 801,023, canc. Cl. 44.
Johnson & Johnson, New Brunswick, N.J., from Sarong, Inc., New York, N.Y. 929,599, pub. 9-1-70. Cl. 39.
Kallison's Western Wear, Inc., San Antonio, Tex. 929,607, pub. 12-7-71. Cl. 39.
Kanawha Valley Bank, The, Charleston, W. Va. 929,805, pub. 12-7-71. Cl. 102.
Kayeff, Inc., Arcadia, Calif. 929,504, pub. 12-7-71. Cl. 22.
Kellogg Co., Battle Creek, Mich. 551,407, ren. 2-22-72. Cl. 2.
Kennedy Sinclaire, Inc., Wayne, N.J. 929,596, pub. 12-7-71. Cl. 38.
Kenner Products Co.: *See*—
General Mills Fun Group, Inc.
Kiddietime Corp., Natick, Mass. 929,480, pub. 12-7-71. Cl. 22.
Kimberly-Clark Corp., Neenah, Wis. 929,482, pub. 12-7-71. Multiple Class (Classes 22, 39, and 42).
Kisco Boiler & Engineering Co., St. Louis, Mo. 800,906, canc. Cl. 31.
Klockner-Ferromatik G.m.b.H., Castrop-Rauxel, Germany. 929,507, pub. 12-7-71. Cl. 23.
Knit Products Corp., Belmont, N.C. 553,118, ren. 2-22-72. Cl. 39.
Knoll, Floyd A., d.b.a. Divide & Conquer Institute. Buffalo, N.Y. 929,598, pub. 12-7-71. Cl. 38.
Lakehead Electric Co., Duluth, Minn. 929,762, pub. 12-7-71. Multiple Class (Classes 100 and 103).
Lancome S.A., Paris, France. 929,554, pub. 12-7-71. Multiple Class (Classes 29, 40, and 51).

Lemmon Pharmacal Co., Sellersville, Pa. 929,444, pub. 12–7–71. Cl. 18.
Leon Products, Inc., Jacksonville, Fla. 929,732, pub. 12–7–71. Cl. 52.
Lesney Products & Co., Ltd., Hackney Wick, London, England. 929,472, pub. 12–7–71. Cl. 22.
Lever Brothers Co., New York, N.Y. 929,740–3, pub. 12–7–71. Cl. 52.
Levitt & Sons, Inc., from Levitt & Sons, Inc., Lake Success, N.Y. 929,809, pub. 12–7–71. Cl. 103.
Lifegard Mfg. Co., Syracuse, N.Y. 929,498, pub. 12–7–71. Cl. 22.
Linemaster Switch Corp., Woodstock, Conn. 929,466, pub. 12–7–71. Cl. 21.
Link 51 Ltd., Birmingham, England. 929,384, pub. 12–7–71. Multiple Class (Classes 2, 13, 14, 28, and 50).
Litton Business Systems, Inc., New York, N.Y. 929,527, pub. 12–7–71. Cl. 26.
Litton Business Systems, Inc., Orange, N.J. 929,582, pub. 8–9–71. Cl. 37.
Litton Medical Products, Inc. Oak Brook, Ill. 929,650, pub. 12–7–71. Cl. 44.
Liv-A-Snaps, Inc., St. Paul, Minn. 929,700, pub. 12–7–71. Cl. 46.
Liv-A-Snaps, Inc., St. Paul, Minn. 929,705, pub. 12–7–71. Cl. 46.
Lodge & Shipley Co., The, Cincinnati, Ohio 929,779, pub. 8–28–71. Multiple Class (Classes 101 and 107).
Looart Press, Inc., d.b.a. Current, Inc., Colorado Springs, Colo. 929,584, pub. 12–7–71. Cl. 37.
Louis, Joe, Milk Co., Inc., Chicago, Ill. 929,663, pub. 12–7–71. Cl. 46.
Lounts, Charles E., Publications & Services, St. Louis, Mo. 801,087, canc. Cl. 100.
Lurgi Gesellschaft fur Warme- und Chemotechnik m.b.H., Frankfurt, Germany. 929,544, pub. 12–7–71. Cl. 26.
MacKinnon, Archibald G., Malden, Mass. 929,497, pub. 12–7–71. Cl. 22.
Macklanburg-Duncan Co., Oklahoma City, Okla. 558,145–6, ren. 2–22–72. Cl. 12.
Macomber, L. Everett: *See*—
Ticco Laboratories, Inc.
Mailmen, Inc., Syosset, N.Y. 801,099, canc. Cl. 101.
Maison Geisweiller et Fils, d.b.a. Duret & Cit, Nuits-Saint-Georges (Cote d'or), France. 929,827. Cl. 47.
Mallyclad Corp., Madison Heights, Mich. 800,840, canc. Cl. 1.
Management Statistics Corp., New York, N.Y. 929,792, pub. 12–7–71. Cl. 101.
Mann, Robert S., Ormond Beach, Fla. 929,474, pub. 12–7–71. Cl. 22.
Mann, William Thomas: *See*—
Mann's Bait Mfg. Co., Inc.
Mann's Bait Mfg. Co., Inc., from William Thomas Mann, d.b.a. Mann's Bait Co., Eufaula, Ala. 929,490, pub. 12–7–71. Cl. 22.
Mansion House Products Ltd., Port Credit, Ontario, Canada. 929,659, pub. 12–7–71. Cl. 46.
Maples, Thomas Kemp, d.b.a. Multispectral Lures, Wellesley Hills, Mass. 929,471, pub. 12–7–71. Cl. 22.
Marcy, J. Frederick, & Associates, Inc., Los Angeles, Calif. 929,794, pub. 12–7–71. Cl. 101.
Margrave, John L., Dr., d.b.a. Marchem, Houston, Tex. 929,816, pub. 12–7–71. Cl. 106.
Marlin Mfg. Corp., Cleveland, Ohio. 929,524, pub. 12–7–71. Cl. 26.
Marnat Packing Co., Bennettsville, S.C. 557,565, ren. 2–22–72. Cl. 46.
Mars, Inc., Wilmington, Del. 929,532, pub. 12–7–71. Cl. 26.
Marsetti, T., Co., Columbus, Ohio, from Carter-Wallace, Inc., New York, N.Y. 929,684–93, pub. 12–7–71. Cl. 46.
Martin, Murray L., d.b.a. Clubman's Club, Oakland, Calif. 929,777, pub. 12–7–71. Cl. 101.
Maruman Co., Ltd., Minato-ku, Tokyo, Japan. 929,402, pub. 12–7–71. Multiple Class (Classes 6, 8, and 28).
Master Parks, Inc., Louisville, Ky. 929,761, pub. 12–7–71. Cl. 100.
Mature Temps, Inc., New York, N.Y. 929,793, pub. 12–7–71. Cl. 101.
Massone Enterprises, Inc., Cicero, Ill. 929,669, pub. 12–7–71. Cl. 46.
McCallum & Craigie, Ltd., High Blantyre, Scotland. 255,879. Am. 7(d). Cl. 42.
McCormick-Sakurai, Josephin (Jo) Mary, d.b.a. JOM, New York, N.Y. 800,960, canc. Cl. 38.
McDuffee Bros., Inc., Wheaton, Ill. 800,959, canc. Cl. 26.
McKinnon, Columbus, Corp.: *See*—
American Chain & Cable Co.
Mead Corp., The, d.b.a. Woodward Co., Woodward, Ala. 929,426, pub. 12–7–71. Cl. 13.
Mead Johnson & Co., Evansville, Ind. 552,271, ren. 2–22–72. Cl. 18.
Mead Johnson & Co., Evansville, Ind. 552,521, ren. 2–22–72. Cl. 46.
Mech-Tronics Corp., from Mech-Tronics Corp., Melrose Park, Ill. 929,459, pub. 6–23–70. Cl. 21.
Media Leads, Inc., San Francisco, Calif. 929,785, pub. 12–7–71. Cl. 101.
Melody Foods, Inc., Los Angeles, Calif. 929,664, pub. 5–18–71. Cl. 46.
Menda Co., City of Industry, Calif. 800,843, canc. Cl. 2.
Merck & Co., Inc., Rahway, N.J. 929,440–1, pub. 12–7–71. Cl. 18.
Mero & Co., Inc., Chicago, Ill. 800,968, canc. Cl. 31.
Micropoint, Inc., Sunnyvale, Calif. 828,036, canc. Cl. 37.
Mid-America Bond & Share Co., Decatur, Ill. 801,104, canc. Cl. 103.
Mienhardt & Co., Inc., New York, N.Y. 929,549, pub. 12–7–71. Cl. 28.
Mikkelsens, Inc., Ashtabula, Ohio. 929,382, pub. 12–7–71. Cl. 1.
Miles Laboratories, Inc., Elkhart, Ind. 929,648, pub. 12–7–71. Cl. 44.
Miles Laboratories, Inc., Elkhart, Ind., from Howard P. Andersen, Oconomowoc, Wis. 929,726, pub. 10–20–70. Cl. 51.
Miles Laboratories, Inc., Elkhart, Ind. 929,731, pub. 12–7–71. Cl. 51.
Miller, Victor, d.b.a. Hobo Mfg. Co., Edgerton, Ohio. 929,453, pub. 11–30–71. Cl. 19.
Mills, James, Orchards Co., Hamilton City, Calif. 557,243, ren. 2–22–72. Cl. 46.
Millville Mfg. Co., The, Philadelphia, Pa. 801,114, canc. Cl. 106.
Mr. Bar-B-Q, Inc., Miami, Fla. 929,752, pub. 12–7–71. Cl. 100.
Mr. Gift & Associates Ltd., Montreal, Quebec, Canada. 801,063, canc. Cl. 50.
Mr. Twister's Bretzel Co., Inc., North White Plains, N.Y. 801,039, canc. Cl. 46.
Mitsubishi International Corp., New York, N.Y. 929,795, pub. 12–7–71. Cl. 101.
Mobil Oil Corp., New York, N.Y. 287,746, ren. 2–22–72. Cl. 15.
Mohasco Industries, Inc., Amsterdam, N.Y. 929,565, pub. 12–7–71. Cl. 32.
Mohawk Rubber Co., The, Akron, Ohio. 929,578, pub. 10–5–71. Cl. 35.
Molineus & Co., Wuppertal-Barmen, Germany. 800,984, canc. Cl. 37.
Monogram Industries, Inc., Los Angeles, Calif. 929,423, pub. 12–7–71. Cl. 13.
Monsanto Co., St. Louis, Mo. 800,874, canc. Cl. 6.
National Bellas Hess, Inc., North Kansas City, Mo. 800,913, canc. Cl. 18.
National Brands, Inc., Detroit, Mich. 929,413, pub. 12–7–71. Cl. 12.
National Health Food Central, Inc., Coral Gables, Fla. 929,437, pub. 12–7–71. Cl. 18.
National Service Industries, Inc., Atlanta, Ga. 929,768, pub. 12–7–71. Cl. 100.
National Spiritual Assembly of the Baha'is of the United States, Wilmette, Ill. 556,004, ren. 2–22–72. Cl. 38.
National Springs Corp., High Point, N.C. 929,559, pub. 12–7–71. Cl. 32.
Needham Packing Co., Inc., Sioux City, Iowa. 929,688, pub. 12–7–71. Cl. 46.
Nelson Chemicals Co., Detroit, Mich. 550,502, ren. 2–22–72. Cl. 52.
New World Publishing Co., Chicago, Ill. 293,193, ren. 2–22–72. Cl. 38.
New York Times Media Co., The, from Modern Medicine Publications, Inc., New York, N.Y. 926,044, cor. Cl. 105.
Nippon Soda Co., Ltd., Chiyoda-ku, Tokyo, Japan. 929,393, pub. 12–7–71. Multiple Class (Classes 6, 14, and 18).
Norcross, Inc., New York, N.Y. 800,983, canc. Cl. 37.
North American Rockwell Corp., El Segundo, Calif. 929,516-7, pub. 12–7–71. Cl. 26.
Northern Illinois Gas Co., Aurora, Ill. 913,218, cor. Cl. 26.
Numatics, Inc., Highland, Mich. 929,427, pub. 12–7–71. Cl. 13.
Nutrine, Ltd., Brooklyn, N.Y. 929,733, pub. 12–7–71. Cl. 52.
O. B. Macaroni Co., Fort Worth, Tex. 551,929–30, ren. 2–22–72. Cl. 46.
O.N.C. Motor Freight System, Palo Alto, Calif. 929,813, pub. 12–7–71. Cl. 105.
Oceanautics, Inc. Alexandria, Va. 929,760, pub. 12–7–71. Cl. 100.
Okonite Co., The: *See*—
General Felt Industries, Inc.
Old Stanley Distillery, Inc., d.b.a. Old Stanley Distillery, Stanley, Ky. 929,716–7, pub. 12–7–71. Cl. 46.
Olivetti Underwood Corp., New York, N.Y. 800,955, canc. Cl. 23.
Olson, Vernon C., d.b.a. V.C. Enterprise, St. Paul, Minn. 929,546, pub. 12–7–71. Cl. 26.
Omnicomp, Chicago, Ill. 929,757, pub. 12–7–71. Multiple Class (Classes 100 and 101).
Opticks, Inc., Dallas, Tex. 800,958, canc. Multiple Class (Classes 26 and 106).
Oxford Laboratories, San Mateo, Calif. 929,399, pub. 12–7–71. Cl. 6.
PBI Industries, Rochester, Pa. 929,408, pub. 12–7–71. Cl. 12.
Pacific Associated Lighting, Inc., San Francisco, Calif. 800,240, canc. Cl. 21.
Parke, Davis & Co., Detroit, Mich. 929,445, pub. 12–7–71. Cl. 18.
Partime, Inc., Paoli, Pa. 929,778, pub. 12–7–71. Cl. 101.
Patents Int'l Affiliates, Ltd., New York, N.Y. 929,797, pub. 12–7–71. Cl. 101.
Pearlman, Benjamin J., d.b.a. Benjamin J. Pearlman & Co., Brooklyn, N.Y. 800,969, canc. Cl. 32.
Pearson Pharmacal Co., Inc., Miami, Fla. 84,746, ren. 2–22–72. Cl. 18.
Pendleton Woolen Mills, Portland, Oreg. 550,841, ren. 2–22–72. Cl. 39.
Penney, J. C., Co., Inc., New York, N.Y. 929,486–8, pub. 12–7–71. Cl. 22.
Pennwalt Chemicals Co.: *See*—
Pennwalt Corp.
Pennwalt Corp., from Pennwalt Chemicals Corp., Philadelphia, Pa. 929,300, pub. 2–15–69. Cl. 6.
Pennwalt Corp., Philadelphia, Pa. 929,416, pub. 12–7–71. Cl. 12.
Peoples Broadcasting Corp., Columbus, Ohio. 801,108, canc. Cl. 104.
Pet, Inc., St. Louis, Mo. 929,706, pub. 12–7–71. Cl. 46.

Peter Paul, Inc., Naugatuck, Conn. 552,930, ren. 2-22-72. Cl. 46.
Petersburg Chamber of Commerce, Petersburg, Ill. 929,765, pub. 12-7-71. Cl. 100.
Petroleum Publishing Co., The, Tulsa, Okla. 929,587, pub. 12-7-71. Cl. 38.
Pettibone Laboratories, Inc., New York, N.Y. 929,394, pub. 12-7-71. Cl. 6.
Peyster, David Jewelry Co., Inc., Santurce, Puerto Rico. 929,551, pub. 12-7-71. Cl. 28.
Pfeiffer Co., The, St. Louis, Mo. 929,442, pub. 12-7-71. Cl. 18.
Pharmaton S.A., d.b.a. Pharmaton A.G. and Pharmaton Ltd., Lugano, Switzerland. 795,464. Am. 7(d). Cl. 18.
Philadelphia Quartz Co., Philadelphia, Pa. 929,404, pub. 12-7-71. Cl. 6.
Phillips-Foscue Corp., High Point, N.C. 929,563, pub. 12-7-71. Cl. 32.
Phillips-Foscue Corp., High Point, N.C. 929,631, pub. 12-7-71. Cl. 42.
Phillips Petroleum Co., Bartlesville, Okla. 556,378, ren. 2-22-72. Cl. 6.
Pinehurst Handmade Soap & Candle Co., Pinehurst, N.C. 800,094-5, canc. Cl. 52.
Play-Well Equipment Co., South El Monte, Calif. 929,473, pub. 12-7-71. Cl. 22.
Polarzone Foods, Inc., Gorham, Maine. 929,666, pub. 12-7-71. Cl. 46.
Port City Steel Co., Savannah, Ga. 801,056, canc. Cl. 50.
Poudrerie Royale de Wetteren, Cooppal et Cie Societe Anonyme, Brussels, Belgium. 800,880, canc. Cl. 9.
Powers Chemco, Inc., Glen Cove, N.Y. 929,397, pub. 12-7-71. Cl. 6.
Prentice-Hall, Inc., New York, N.Y. 800,960, canc. Cl. 26.
Princess Belt & Novelty Co., Inc., Dallas, Tex. 929,614, pub. 12-7-71. Cl. 39.
Princess Park Estates, Inc., San Diego, Calif. 800,996, canc. Cl. 38.
Procter & Gamble Co., The, Cincinnati, Ohio. 929,735, pub. 12-7-71. Cl. 52.
Professional Market Research, Inc., Philadelphia, Pa. 929,784, pub. 12-7-71. Cl. 101.
Project Physics, Belmont, Mass. 929,548, pub. 12-7-71. Cl. 27.
Pro-Putt, Inc., Deerfield, Ill. 800,985, canc. Cl. 22.
Purdy, William J. Corp., Burlingame, Calif. 929,576, pub. 12-7-71. Cl. 24.
Puretec, Inc.: *See*—
Victory-Puretec, Inc.
Puritan Chemical Co., Atlanta, Ga. 929,730, pub. 12-7-71. Cl. 51.
Puritan Chemical Co., Atlanta, Ga. 929,788-9, pub. 12-7-71. Cl. 52.
Purolator, Inc., Rahway, N.J. 900,772, canc. Cl. 31.
Quaknine, Elie, d.b.a. De Rotchild Co., New York, N.Y. 929,774, pub. 12-7-71. Cl. 101.
RCA Corp., New York, N.Y. 929,467, pub. 12-7-71. Cl. 21.
RJD Foods, Inc., New York, N.Y. 557,830, ren. 2-22-72. Cl. 46.
RJR Foods, Inc., New York, N.Y. 929,702-3, pub. 12-7-71. Cl. 46.
R P S Products, Inc., Baltimore, Md. 929,810, pub. 12-7-71. Cl. 103.
R & S Marketing Service, Inc., Bozemont, Mont. 929,405, pub. 12-7-71. Cl. 9.
Racine Hydraulics & Machinery, Inc. Rex Chainbelt, Inc., Milwaukee, Wis. 732,435. Am. 7(d). Cl. 23.
Rainbow Hair Products, Ltd., New York, N. Y. 929,627, pub. 12-7-71. Cl. 40.
Rainducker, Inc., Duluth, Minn. 929,606, pub. 12-7-71. Cl. 39.
Ralston Purina Co., St. Louis, Mo. 552,944, ren. 2-22-72. Cl. 46.
Ralston Purina Co., St. Louis, Mo. 929,709, pub. 12-7-71. Cl. 46.
Ray Laboratories, Inc., d.b.a. Wood Connector Products, Palatine, Ill. 929,428, pub. 12-7-71. Cl. 13.
Raychem Corp., Menlo Park, Calif. 929,424, pub. 12-7-71. Cl. 13.
Reading Development Center, Inc., The, New York, N.Y. 929,782, pub. 12-7-71. Multiple Class (Classes 101 and 107).
Recker, O. R., d.b.a. O. R. Recker Packing Co., Peoria, Ariz. 548,798, ren. 2-22-72. Cl. 46.
Redken Laboratories, Inc., Van Nuys, Calif. 929,829-31. Cl. 51.
Redland Pipes Ltd., Reigate, Surrey, England. 929,409, pub. 12-7-71. Multiple Class (Classes 12 and 13).
Reis, Robert, & Co., to Union Underwear Co., Inc., New York, N.Y. 913,897, new cert. Cl. 39.
Remington Arms Co., Inc.: *See*—
Desa Industries, Inc.
Rental World Inc., Rosemont, Ill. 929,753, pub. 12-7-71. Multiple Class (Classes 100 and 101).
Reynolds Metals Co., Richmond, Va. 929,583, pub. 12-7-71. Cl. 37.
Revere Fund, Inc., Philadelphia, Pa. 929,801, pub. 12-7-71. Cl. 102.
Rhodes, Inc., Atlanta, Ga. 929,798, pub. 12-7-71. Cl. 101.
Richardson Homes Corp., Elkhart, Ind. 800,884, canc. Cl. 12.
Richardson-Merrell, Inc., New York, N.Y. 801,065, canc. Cl. 50.
Rinchem Co., Inc., Phoenix, Ariz. 929,464, pub. 12-7-71. Cl. 21.
Rocket Pizza Co., Waterman, Ill. 801,042, canc. Cl. 46.
Roush, Robert L., d.b.a. Roush Bakery Products, Roush Bakery Products Co., Inc., Sacramento, Calif. 786,501. Am. 7(d). Cl. 46.
Royal Crown Cola Co., Columbus, Ga. 553,227, ren. 2-22-72. Cl. 46.
Royal Crown Cola Co., Columbus, Ga. 556,003, ren. 2-22-72. Cl. 45.
Royce Hosiery Mills, Inc., New York, N.Y. 929,616, pub. 12-7-71. Cl. 39.
Rubin, B., Research, Inc., Bethesda, Md. 800,974, canc. Cl. 35.
STP Corp., Des Plaines, Ill. 929,457, pub. 12-7-71. Cl. 19.
Safeway Stores, Inc., Oakland, Calif. 929,704, pub. 12-7-71. Cl. 46.
Salant Corp., New York, N.Y. 551,747, ren. 2-22-72. Cl. 39.
Salve S.A., Fribourg, Switzerland. 929,645, pub. 12-7-71. Cl. 44.
Sarad, Walter J., d.b.a. Sleek Products, Lakewood, Colo. 800,904, canc. Cl. 15.
Sarong, Inc.: *See*—
Johnson & Johnson.
Scholl, Inc., Chicago, Ill. 554,008, ren. 2-22-72. Cl. 18.
Schreter, A., & Sons Co., Inc., Baltimore, Md. 929,618, pub. 12-7-71. Cl. 39.
Sealy, Inc., Chicago, Ill. 558,204, ren. 2-22-72. Cl. 32.
Sears, Roebuck & Co., Chicago, Ill. 801,020, canc. Cl. 42.
Security Investment Premium Co., Inc., Lighthouse Point, Fla. 929,802, pub. 12-7-71. Cl. 102.
Selchow & Righter Co., Bay Shore, N.Y. 929,476, pub. 12-7-71. Cl. 22.
Sexauer, J. A., Mfg. Co., Inc., White Plains, N.Y. 558,587, ren. 2-22-72. Cl. 13.
Sheffield Hosiery Mills, Inc., Miami, Fla. 801,006, canc. Cl. 39.
Sherman, Nathan, d.b.a. Nat Sherman Co., New York, N.Y. 548,046, ren. 2-22-72. Cl. 17.
Shield Mfg., Inc., Buffalo, N.Y. 929,475, pub. 12-7-71. Cl. 22.
Shiseido Co., Ltd., Chuo-ku, Tokyo, Japan. 929,727, pub. 12-7-71. Cl. 51.
Shooting Equipment, Inc., Chicago, Ill. 929,501-2, pub. 12-7-71. Cl. 22.
Shulton, Inc., Clifton, N.J. 929,746, pub. 12-7-71. Cl. 52.
Shurline-Central Corp., Northlake, Ill. 551,895, ren. 2-22-72. Cl. 46.
Shurline-Central Corp., Northlake, Ill. 929,825. Cl. 46.
SI Lite, Inc., Chicago, Ill. 800,934, canc. Cl. 21.
Signet Sign Co., Ltd., London, Ontario, Canada. 929,720, pub. 12-1-71. Cl. 50.
Silverman, Jerry, Inc., New York, N.Y. 929,619, pub. 12-7-71. Cl. 39.
Since 1868 Crescent Corp., d.b.a. Crescent Corp., New York, N.Y. 800,850, canc. Cl. 3.
Sirera, Clemente Garcia, Murcia, Spain. 551,907, ren. 2-22-72. Cl. 46.
Ski Hut, The, Berkeley, Calif. 929,665, pub. 12-7-71. Cl. 46.
Slater Co., The, Chicago, Ill. 800,054, canc. Cl. 50.
Sleepcraft, Inc., to Sleep-Aire Mattress Franchise Co., Inc., Santa Monica, Calif. 624,461, new cert. Cl. 32.
Snyder, Dorothy, Eva Lute, Esther Haney, Amelia Davis, and Elsie Grace Schumacher, d.b.a. Hill Heirs, Hill Remedies, New Philadelphia, Ohio. 553,767, ren. 2-22-72. Cl. 18.
Societe Chaussures Dansay, S.A., Bordeaux, France. 929,800, Pub. 12-7-71. Cl. 39.
Societe Jallatte S.A., Nimes (Gard), France. 929,602, pub. 12-7-71. Cl. 39.
Solar Nitrogen Chemicals, Inc., Lima, Ohio. 800,881, canc. Cl. 10.
Songrand Corp., The, Kansas City, Mo. 800,965, canc. Multiple Class (Classes 29 and 44).
Songrand Corp., The, Kansas City, Mo. 929,644, pub. 12-7-71. Cl. 44.
Southern Saw Service, Inc., Atlanta, Ga. 929,510, pub. 12-7-71. Cl. 23.
Specialty Products Co., Jersey City, N.J. 557,062, ren. 2-22-72. Cl. 18.
Speedriver Tool Corp., Bountiful, Utah. 929,509, pub. 12-7-71. Cl. 23.
Spencer-Adams Paint Co., Atlanta, Ga. 549,915, ren. 2-22-72. Cl. 16.
Spesco Corp., The, Atlanta, Ga. 800,941, canc. Cl. 22.
Sport King Industries, Los Angeles, Calif. 929,491, pub. 12-7-71. Cl. 22.
Sports, Inc., Chicago, Ill. 929,406, pub. 12-7-71. Cl. 9.
Spotnails, Inc., Rolling Meadows, Ill. 929,511-2, pub. 12-7-71. Cl. 23.
Spring-Tex, Inc., Gibsonville, N.C. 929,640, pub. 12-7-71. Cl. 43.
Staffordshire Potteries Ltd., Meir, Stoke-on-Trent, England. 929,555, pub. 12-7-71. Cl. 30.
Stamford Chemical Co., The, Stamford, Conn. 800,864, canc. Cl. 6.
Staley, A. E., Mfg. Co., Decatur, Ill. 293,392, ren. 2-22-72. Cl. 46.
Staley, A. E., Mfg. Co., Decatur, Ill. 929,395, pub. 12-7-71. Cl. 6.
Staley, A. E., Mfg. Co., Decatur, Ill. 929,438, pub. 12-7-71. Cl. 18.
Stein, Hall & Co., Inc., New York, N.Y. 549,970, ren. 2-22-72. Cl. 1.
Steinberg Brothers, Inc., Seattle, Wash. 801,010, canc. Cl. 39.
Stellar Corp., The, Mobile, Ala. 800,842, canc. Cl. 2.
Stephano, Constantine, d.b.a. Copy Post Instant Copy Service, Warrington, Pa. 929,787, pub. 12-7-71. Cl. 101.
Sterling Drug, Inc., New York, N.Y. 800,918, canc. Cl. 18.
Sterling-Howard Corp., Yonkers, N.Y. 929,541, pub. 12-7-71. Cl. 26.
Sternco Industries, Inc., Harrison, N.J. 929,721, pub. 12-7-71. Cl. 50.
Sterwin Chemicals, Inc., New York, N.Y. 556,730, ren. 2-22-72. Cl. 46.
Stirling Homex Corp., Avon, N.Y. 929,411, pub. 12-7-71. Cl. 12.
Stone & Webster Corp., Boston, Mass. 929,755-6, pub. 12-7-71. Multiple Class (Classes 100 and 103).

Storecast Corp. of America, New York, N.Y. 929,796, pub. 12–7–71. Cl. 101.
Storm Nursery, Inc., Premount, Tex. 929,878, pub. 12–7–71. Cl. 1.
Strabruken AB, Stockholm, Sweden. 929,419, pub. 12–7–71. Cl. 12.
Studio Girl-Hollywood, Inc., Chicago, Ill. 929,828. Cl. 51.
Sun Farms, Inc., Milwaukee, Wis. 801,035, canc. Cl. 46.
Sun Valley Co., Inc., Sun Valley, Idaho. 929,749–50, pub. 6–8–71. Multiple Class (Classes 100, 101, and 107).
Sunsweet Growers, Inc., San Jose, Calif. 553,938–4, ren. 2–22–72. Cl. 46.
Supreme Forest Tall Cedars of Lebanon of the United States of America, Harrisburg, Pa. 929,820, pub. 12–7–71. Cl. 200.
TV Time Foods, Inc., Chicago, Ill. 553,867, ren. 2–22–72. Cl. 46.
Taco Bell, Inc., Torrance, Calif. 929,759, pub. 12–7–71. Cl. 100.
Tandy Corp., Fort Worth, Tex. 929,780, pub. 12–7–71. Cl. 101.
Tanks, Inc., Witchita, Kans. 929,747, pub. 12–7–71. Cl. 100.
Technicon Instruments Corp., Tarrytown, N.Y. 929,581, pub. 12–7–71. Cl. 26.
Technifloor Products, Inc., New York, N.Y. 929,431, pub. 12–7–71. Cl. 13.
Teledyne Mid-America Corp., Los Angeles, Calif. 552,020, ren. 2–22–72. Cl. 26.
Temple Industries, Inc., from Creative Homes, Inc., Diboll, Tex. 929,456, pub. 12–7–71. Cl. 19.
Tenneiec, Inc., Oak Ridge, Tenn. 929,462, pub. 12–7–71. Multiple Class (Classes 21 and 26).
Tennessee Crop Improvement Association, Nashville, Tenn. 929,821, pub. 12–7–71. Cl. A.
Terminal Transport Co., Inc., Atlanta, Ga. 555,144, ren. 2–22–72. Cl. 105.
Texaco Inc., New York, N.Y. 929,435, pub. 12–7–71. Cl. 15.
Thomaston Cotton Mills, d.b.a. Thomaston Mills, Thomaston, Ga. 929,629, pub. 12–7–71. Cl. 42.
Three Rivers Bank & Trust Co., The, Jefferson Borough, Pa. 929,807–8, pub. 12–7–71. Cl. 102.
Ticco Laboratories, Inc., from L. Everett Macomber, Centralia, Wash. 929,392, pub. 12–7–71. Cl. 6.
Tinkers, Dam, Inc., The, Richardson, Tex. 929,791, pub. 12–7–71. Cl. 101.
Tokyo Three Bond Co., Ltd., Hachioji, Tokyo, Japan. 929,412, pub. 12–7–71. Cl. 12.
Topper Corp., Elizabeth, N.J. 929,494, pub. 12–7–71. Cl. 22.
Topps Chewing Gum, Inc., Brooklyn, N.Y. 929,672, pub. 12–7–71. Cl. 46.
Toyo Plastic Co., Ltd., Yodogawaku, Osaka, Japan. 929,569, pub. 12–7–71. Cl. 32.
Traveland of S.C., Inc., Orangeburg, S.C. 929,776, pub. 12–7–71. Cl. 101.
Triggs, Clarence, d.b.a. Triggs Mfg. Co., Belmond, Iowa, from Gerim Mfg. Co., Hudson, Iowa. 929,449, pub. 12–7–71. Cl. 19.
Tri-State Savings & Loan Co., The, Cincinnati, Ohio. 929,799, pub. 12–7–71. Cl. 102.
Uitgeverij Mouton & Co. N.V., The Hague, Netherlands. 800,-995, canc. Cl. 38.
Union Carbide Corp., New York, N.Y. 549,044, ren. 2–22–72. Cl. 12.
Union Carbide Corp., New York, N.Y. 929,403, pub. 12–7–71. Cl. 6.
Union Carbide Corp., New York, N.Y. 929,535, pub. 12–7–71. Cl. 26.
Union Oil Co. of California, Los Angeles, Calif. 554,227, ren. 2–22–72. Cl. 15.
Union Tank Car Co.: *See*—
Keodyne Corp.
Uniroyal, Inc., New York, N.Y. 929,617, pub. 12–7–71. Cl. 39.
Unit Process Assemblies, Inc., Woodside, N.Y. 929,526, pub. 12–7–71. Cl. 26.
United California Bank, Los Angeles, Calif. 929,806, pub 12–7–71. Cl. 102.
United Citrus Products Corp., Norwood, Mass. 929,671, pub. 12–7–71. Cl. 46.
United Grocers, Ltd., Richmond, Calif. 929,826. Cl. 46.
United States Borax & Chemical Corp., Los Angeles, Calif. 801,082–3, canc. Cl. 52.
United States Steel Corp., Pittsburgh, Pa. 290,358, ren. 2–22–72. Cl. 14.
United States Steel Corp., Pittsburgh, Pa. 553,133, ren. 2–22–72. Cl. 12.
United States Steel Corp., Pittsburgh, Pa. 555,138, ren. 2–22–72. Cl. 103.
United States Surgical Corp., New York, N.Y. 929,646. pub. 12–7–71. Cl. 44.
United Western Laboratories, Inc., Denver, Colo. 555,821, ren. 2–22–72. Cl. 51.
Universal Luggage Co., Inc., New York, N.Y. 800,851, canc. Cl. 3.
Universal Nutritions, Inc., Yonkers, N.Y. 558,905, ren. 2–22–72. Cl. 18.
Used Equipment Directory, Inc., Jersey City, N.J. 929,589, pub. 12–7–71. Cl. 38.
V.F. Corp., Wyomissing, Reading, Pa. 929,608, pub. 12–7–71. Cl. 39.
Van Dyke, L. J., d.b.a. Van Dyke Supply Co. Woonsocket, S. Dak. 929,722, pub. 12–7–71. Cl. 50.
Victory-Puretec, Inc., Culver City, Calif., from Puretec, Inc., Los Angeles, Calif. 929,561, pub. 11–30–71. Cl. 32.
Viennaline Brillenmode Aus Wien Wilhelm Anger G.m.b.H., Munich, Germany. 929,542, pub. 12–7–71. Cl. 26.
Vita-Bark, Inc., d.b.a. Garden Bark Products, Sacramento, Calif. 929,822. Multiple Class (Classes 1 and 10).
Vornado, Inc., Garfield, N.J. 929,463, pub. 12–7–71 Multiple Class (Classes 21, 22, and 23).
Walker, Hiram, & Sons, Inc., Detroit, Mich. 929,718–9, pub. 12–7–71. Cl. 49.
Waltham Watch Co., Chicago, Ill. 929,552, pub. 12–7–71. Cl. 28.
Warner-Lambert Co., Morris Plains, N.J. 929,770, pub. 12–7–71. Cl. 100.
Wasabrod Aktiebolag, Filipstad, Sweden. 929,675, pub. 12–7–71. Cl. 46.
Washington Packers, Inc., to Jewel Companies, Inc., Chicago, Ill. 387,851, new cert. Cl. 46.
Waterloo Idea Companies, d.b.a. King Midas Products, Waterloo, Iowa. 800,856, canc. Multpile Class (Classes 2, 8, 26, 37, and 50).
Way Out Inc., Hankins, N.Y. 929,594, pub. 12–7–71. Cl. 38.
Welch Foods, Inc., Westfield, N.Y. 929,609, pub. 12–7–71. Cl. 46.
Weppner, Theodore J., d.b.a. Short-Cut for Shopping, New York, N.Y. 800,858, canc. Cl. 6.
West Chemical Products, Inc., Long Island City, N.Y. 292,-028, ren. 2–22–72. Cl. 52.
West Chemical Products, Inc., Long Island City, N.Y. 554,-193, ren. 2–22–72. Cl. 4.
West Chemical Products, Inc., Long Island City, N.Y. 556,-722, ren. 2–22–72. Cl. 13.
Western Velo & Cement Specialties Co., Los Angeles, Calif. 801,111, canc. Cl. 105.
Western Waterproofing Co., Detroit, Mich. 555,541, ren. 2–22–72. Cl. 12.
Weyerhaeuser Co., Tacoma, Wash. 800,980–1, canc. Cl. 37.
Whiting Corp., Harvey, Ill. 558,528, ren. 2–22–72. Cl. 19.
Whittaker, James H., Jr., d.b.a. Whittaker Realty, Roscommon, Mich. 800,019, canc. Cl. 101.
Wiesbauer's Sha-Sha Gems, Torrance, Calif. 800,962, canc. Cl. 28.
Wiggins, E. B., Inc., Los Angeles, Calif. 800,895, canc. Cl. 13.
Williams Gold Refining Co., Inc., Buffalo, N.Y. 929,642, pub. 3–23–71. Cl. 44.
Williams, J. B., Co., Inc., The, New York, N.Y. 929,824. Cl. 46.
Wilson, Bud, Ltd., New Rochelle, N.Y. 929,604, pub. 12–7–71. Cl. 39.
Winnebago Industries, Inc., Forest City, Iowa. 929,451–2, pub. 12–7–71. Cl. 19.
Wisdom Associates, Inc., New York, N.Y. 800,391, canc. Cl. 38.
Witte Engine Corp., Olathe, Kans. 554,428, ren. 2–22–72. Multiple Class (Classes 21 and 23).
Wolverine Industries, Inc., Grand Rapids, Mich. 553,689, ren. 2–22–72. Cl. 13.
Woodard, Viviane, Corp., d.b.a. Woodard for Men. Panorama City, Calif. 929,729, pub. 12–7–71. Cl. 51.
Woodward, Baldwin & Co., Inc., New York, N.Y. 929,634, pub. 12–7–71. Cl. 42.
Woolworth, F. W., Co., New York, N.Y. 801,006, canc. Cl. 39.
Worcester Knitting Co., Inc., The, Worcester, Mass. 929,601, pub. 12–7–71. Cl. 39.
World Computer Systems Engineering Corp., Dallas, Tex. 929,533, pub. 12–7–71. Cl. 26.
Wyoming Sand & Stone Co., Falls, Pa. 929,429, pub. 12–7–71. Cl. 13.
Wyomissing Corp., West Reading, Pa. 929,643, pub. 12–7–71. Cl. 44.
Youth Camps, Inc., South Hill, Va. 929,810, pub. 12–7–71. Cl. 107.
Yugen-Kaisha Ozen, Kanagawa-ken, Japan. 929,489, pub. 12–7–71. Cl. 22.

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U. S. DEPARTMENT OF COMMERCE
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